

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>DO-S10</b>	PAGE OF PAGES <b>1 98</b>	
2. CONTRACT NO.		3. SOLICITATION NO. <b>N00174-03-R-0058</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED <b>10 Dec 2003</b>	6. REQUISITION/PURCHASE NO. <b>655M/830DMG</b>	
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE ATTN: KAY PROCTOR 1141W PROCTORKV@IH. INDIAN HEAD MD 20640-5035  TEL: 301/744-6680 FAX: 301/744-6546				8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>  TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <b>03:00 PM</b> local time <b>03 Feb 2004</b> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME <b>KAY PROCTOR</b>		B. TELEPHONE (Include area code) (NO COLLECT CALLS) <b>301/744-6680</b>		C. E-MAIL ADDRESS <b>proctorkv@ih.navy.mil</b>	
<b>11. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>		
	A	SOLICITATION/ CONTRACT FORM				I	CONTRACT CLAUSES
	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
	C	DESCRIPTION/ SPECS/ WORK STATEMENT				J	LIST OF ATTACHMENTS
	D	PACKAGING AND MARKING			<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
	E	INSPECTION AND ACCEPTANCE				K	REPRESENTATIONS, CERTIFICATIONS AND
	F	DELIVERIES OR PERFORMANCE					OTHER STATEMENTS OF OFFERORS
	G	CONTRACT ADMINISTRATION DATA				L	INSTRS, CONDS., AND NOTICES TO OFFERORS
	H	SPECIAL CONTRACT REQUIREMENTS				M	EVALUATION FACTORS FOR AWARD
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)  CODE				25. PAYMENT WILL BE MADE BY  CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

## Section B - Supplies or Services and Prices

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## LOT I, BASE YEAR (Date of award through 365 days thereafter)

ITEM	DESCRIPTION	QTY	UNIT	CPFF NTE
0001	The contractor shall provide research and concept development support service and products in accordance with Description/ Specifications set forth in Section C of the contract.	1	lot	\$ _____

Summary of CLIN 0001 price

Total Cost (DL+OH+G&amp;A) \$ \_\_\_\_\_

Fixed Fee \$ \_\_\_\_\_

CPFF \$ \_\_\_\_\_

0002	Other Direct Cost Associates/Consultants Travel and Supplies/Material to Support Clin 0001			* NTE \$1,182,832.00
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0003	Data in Support of Clin 0001 and accordance with DD Form 1423, Contract Data Requirements.			** NSP
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	TOTAL COST	_____
	TOTAL FIXED FEE	_____
	TOTAL COST PLUS FIXED FEE	_____

## LOT II, OPTION I (Date option exercised through 365 days thereafter)

ITEM	DESCRIPTION	QTY	UNIT	CPFF NTE
0004	The contractor shall provide research and concept development support service and products in accordance with Description/ Specifications set forth in Section C of the contract.	1	lot	\$ _____

Summary of CLIN 0004 price

Total Cost (DL+OH+G&amp;A) \$ \_\_\_\_\_

Fixed Fee \$ \_\_\_\_\_

CPFF \$ \_\_\_\_\_

0005 Other Direct Cost  
 Associates/Consultants  
 Travel and Supplies/Materials  
 to Support Clin 0004 \* NTE \$1,182,832.00

0006 Data in Support of Clin 0004  
 and accordance  
 with DD Form 1423, Contract  
 Data Requirements. \*\* NSP

TOTAL COST \_\_\_\_\_  
 TOTAL FIXED FEE \_\_\_\_\_  
 TOTAL COST PLUS FIXED FEE \_\_\_\_\_

LOT III, OPTION II (Date option exercised through 365 days thereafter)

ITEM	DESCRIPTION	QTY	UNIT	CPFF	NTE
0007	The contractor shall provide research and concept development support service and products in accordance with Description/ Specifications set forth in Section C of the contract.	1	lot	\$	_____

Summary of CLIN 0007 price  
 Total Cost (DL+OH+G&A) \$ \_\_\_\_\_  
 Fixed Fee \$ \_\_\_\_\_  
 CPFF \$ \_\_\_\_\_

0008 Other Direct Cost  
 Associates/Consultants  
 Travel and Supplies/Materials  
 to Support Clin 0007 \* NTE \$1,182,832.00

0009 Data in Support of Clin 0007  
 and accordance  
 with DD Form 1423, Contract  
 Data Requirements. \*\* NSP

TOTAL COST \_\_\_\_\_  
 TOTAL FIXED FEE \_\_\_\_\_  
 TOTAL COST PLUS FIXED FEE \_\_\_\_\_

## LOT IV, OPTION III (Date option exercised through 365 days thereafter)

ITEM	DESCRIPTION	QTY	UNIT	CPFF NTE
0010	The contractor shall provide research and concept development support service and products in accordance with Description/ Specifications set forth in Section C of the contract.	1	lot	\$ _____

Summary of CLIN 0010 price

Total Cost (DL+OH+G&amp;A) \$ \_\_\_\_\_

Fixed Fee \$ \_\_\_\_\_

CPFF \$ \_\_\_\_\_

0011	Other Direct Cost Associates/Consultants, Travel and Supplies/Materials to Support Clin 0010			* NTE \$1,182,832.00
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0012	Data in Support of Clin 0010 and accordance with DD Form 1423, Contract Data Requirements.			** NSP
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TOTAL COST \_\_\_\_\_

TOTAL FIXED FEE \_\_\_\_\_

TOTAL COST PLUS FIXED FEE \_\_\_\_\_

## LOT V, OPTION IV (Date option exercised through 365 days thereafter)

ITEM	DESCRIPTION	QTY	UNIT	CPFF NTE
0013	The contractor shall provide research and concept development support service and products in accordance with Description/ Specifications set forth in Section C of the contract.	1	lot	\$ _____

Summary of CLIN 0013 price

Total Cost (DL+OH+G&amp;A) \$ \_\_\_\_\_

Fixed Fee \$ \_\_\_\_\_

CPFF \$ \_\_\_\_\_

- 0014 Other Direct Cost  
 Associates/Consultants  
 Travel and Supplies/Materials  
 to Support Clin 0013 \* NTE \$1,182,832.00
- 0015 Data in Support of Clin 0013  
 and accordance  
 with DD Form 1423, Contract  
 Data Requirements. \*\* NSP

TOTAL COST \_\_\_\_\_  
 TOTAL FIXED FEE \_\_\_\_\_  
 TOTAL COST PLUS FIXED FEE \_\_\_\_\_

- \* NOT TO EXCEED – Inclusive of G&A, Fee is prohibited on Associates/Consultants, Travel and Supplies/Materials.
- \*\* NOT SEPARATELY PRICED

#### Notes

1. Definition of Contractor – The term “contractor” as used in this contract is defined to include the prime contractor and subcontractors with whom the prime contractor has entered into firm commitments prior to award.
2. Definition of Associate/Consultant – For the purpose of this contract associate/consultant is defined as an expert/specialist person/persons whose expertise is required to assist/support the contractor’s own team in the performance of a task order. These specialized associate/consultant subcontract services shall be incidental to the contractor’s performance. In accordance with FAR 52.244-2, FAR 52.244-1 Alternate 1 and other provisions that may be set forth herein, written approval of an associate/consultant subcontract proposed with respect to performance of a task order requirement under this contract shall be obtained from the contracting officer prior to use of these subcontract services. Associates/consultants need not be identified upon submission of offeror’s original proposal upon which award shall be based but, if applicable, shall be identified in proposal’s submitted in response to task order tasks issued under this contract.
2. In regard to Note 2 above (Associates/Consultants). By submission of an offer and execution of a contract, the contractor agrees that in performance of the contract, the contractor will perform 50% or more of the total direct labor cost of each individual Task Order.
4. You are required to submit your plan for Evaluation of Compensation for Professional Employees: as part of their original proposal. This requirement is in accordance with FAR 52.222-46 – FEB 1993.

**Notification Regarding Subcontractor Fee: The prime contractor is hereby notified that all fees to be paid under this contract will be paid to the prime contractor in a fee pool for disbursement to their subcontractors. No subcontractor proposal shall contain any amount for fee. The prime contractor shall arrange the manner by which the fee will be distributed to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.**

**HQB-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

**HQB-2-0014 PAYMENTS OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to percent ( %) **(NOTE: THE FIXED FEE APPLIES TO CLINS 0001,0004,0007,0010 AND 0013, FEE IS NOT ALLOWED ON OTHER DIRECT COSTS)** of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

**HQB-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

(i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or

(ii) the following daily local travel costs:

- travel at U.S. Military Installation where Government transportation is available,
- travel performed for personal convenience/errands, including commuting to and from work, and

- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

**HQB-2-0004 EXPEDITING CONTRACT CLOSE-OUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract close-out. The term residual dollar amount shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposed of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

**STATEMENT OF WORK  
RESEARCH AND CONCEPT DEVELOPMENT SUPPORT SERVICES  
FOR  
JOINT FORCES PROGRAMS**

**1.0 GENERAL**

**1.1 Introduction**

The Indian Head Division, Naval Surface Warfare Center, (IHD/NSWC) has been tasked to assist associated Joint sponsors to provide research and concept development support services to Joint Force (JF) programs. A team at U.S. Joint Forces Command's (JFCOM) Joint Directorate in Suffolk, Virginia, in collaboration with the branches of the U.S. military is tasked to evaluate and create collaboration for new methods for command and control, and new ways to provide enhanced information resources to troop commanders on the battlefield, enabling them to make quicker decisions and collaborate more effectively with multiple forces operating in the joint battle space with world-wide sources of information pertinent to decision-making. To support this Joint activity, each service has unique and supporting roles to support the overall Joint mission. The purpose of this contract is primarily to support the Navy element of the Joint activities, however, the contractor may be called upon to support Army and Air Force elements in order to accomplish Joint mission activities.

**1.2 Background**

Power projection from the sea, forward from the sea, Seabasing, Joint Vision 2010, Joint Vision 2015 and Force 21 are only a few of the fundamental strategic concepts and visions that form the foundation and provide the direction for Joint military strategy in the future. Achieving Battle Space Dominance through information superiority is an absolute requirement for the successful employment of Joint military forces. Whether participating in a major regional conflict, minor skirmish in a littoral area, or a humanitarian peace keeping operation, the requirement to collect and rapidly disseminate intelligence data is critical for timely decision making. Key to the speed of command concept is the ability to provide the Joint Force Air Component Commander (JFACC), Battle Group and Marine Air Ground Task Force (MAGTF) commanders, and Special Operation Forces (SOF) battlefield awareness and precise target identification and location for possible follow on actions that may include a Precision Strike contingency.

The planning for advanced Joint Task Force collaboration requires new methods for command and control, concepts for Joint Force operations, and the re-evaluations of the roles, missions and interoperability of existing and planned weapon systems. Attaining a Joint seamless command in the future depends upon the development of new concepts of operations (ConOps), new processes for information communications and processing in relation to Command and Control, and electronic tools and engineering solutions for the specific services and the Joint Task Force Commander.

In many cases, all that currently exists for many of these overarching new joint processes are "Mission Needs Statements" touting the benefits of collaborative planning and rapid information sharing. Additional on-going contractor support is needed by the program for support services in the research and concept development required to: develop Concept Definition Documents; Concepts of Operations; additional Mission Needs Statements; design concepts and support for the Joint Command and Control Systems to create the required Joint interoperability; provide integration engineering and recommendations for implementation; and, develop training and logistics for the continued operation of the JF systems. Both Service specific funding and Joint funding will be utilized to achieve program goals.

**1.3 Scope**

Required support shall be provided in accordance with individual written task orders (TOs), issued by IHD/NSWC within the scope of the Statement of Work (SOW) of this contract. The contract is an Indefinite Delivery, Indefinite Quantity (ID/IQ) Cost Plus Fixed Fee (CPFF) completion, with a period of performance of 12 months, and



provisions for four 12 - month option periods. The contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government nor perform any inherently Governmental functions. The contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. The contractor shall provide all resources to meet the requirements of the Statement of Work.

The purpose of this requirement is to provide research and concept development support services to Joint Force programs such as Strike, Expeditionary warfare, Air Defense/Theater Ballistic Missile Defense (TBMD), Command and Control warfare, Logistics including Asset visibility/Asset Management, Manpower and Infrastructure architecture. Specific programs to be supported include a large number of Warfare Systems/C4ISR programs such as Joint Strike Fighter (JSF), CVN(X), FA-18 E/F, Joint Direct Attack Munitions (JDAM), Helo Master Plan, and Joint Force Structures. Support shall be provided for: concepts of operations (ConOps), operational requirement documents (ORDs), concept design documents (CDDs), mission needs statements (MNSs), Programming and Budgeting System (PPBS), research and analysis, and program management and acquisition strategy support. These individually cited research and concept development support services are not required for all programs, and will vary from program to program as specified in individual task orders, to support the Navy, Army and Air Force elements to accomplish Joint mission activities

## 2.0 APPLICABLE DOCUMENTS

Unless otherwise specified, the following documents of the issue listed form a part of the Statement of Work and are to be used for **general guidelines only**.

### Applicable Documentation (*Advisory Only*)

DI-MGMT-80227	Contractor's Progress, Status and Management Report
DI-ADMN-81249A	Conference Agenda
DI-ADMN-81250A	Conference Minutes
DI-MISC-80508A	Technical Reports, Study/Services
DI-MISC-80711A	Scientific and Technical Reports
DI-ADMN-81373	Presentation Material

## 3.0 REQUIREMENTS

The contractor shall assist in providing research and concept development support services and products to include personnel, material, services, and facilities to perform, accomplish, and complete the tasks described herein. The following task statements are meant to be descriptive, not specific. The specific work shall be in accordance with and within the scope of the subsequent paragraphs and identified in the task orders placed on this contract. The contractor shall not be responsible for determining patent or intellectual property ownership rights. The contractor shall also adhere to Organizational Conflict of Interest clauses.

### 3.1 Concept of Operations (ConOps) Support

The contractor shall assist with performing the research, analysis and synthesis required to develop Concepts of Operation (ConOps) and Concepts of Employment for new tactical and non-tactical systems and the modifications to existing systems for service-life extensions or mission enhancements or mission modifications. The specific work shall be in accordance with the scope of this contract as identified by specific task orders placed on this contract. The contractor shall utilize draft Government Mission Needs Statements (MNS), draft Operational Requirements Documents (ORDs) and/or any existing draft performance specifications as the basis for the development of the operationally oriented ConOps. The contractor shall assist with performing requirement evaluation and concept definition for identified weapon systems, weapon system components, instrumentation, test equipment and displays.

Examples of current and typical on-going task areas for Concept of Operations:

- Support the development and/or update of the ConOps for a wide variety of GPS-aided munitions such as the JDAM, JSOW, ERGM and JASSM.
- Support the front-end analyses, business process analysis and concept of operations for both interim and Joint Vision 2010 and 2015 solutions to asset management, total asset visibility, and electronic/automated identification of assets and their associated pertinent logistic data.
- Support the development of detailed Concepts of Operation (ConOps) for information systems that will directly support the mission and operation of the Standing Joint Force Headquarters SJFHQ, and the individual service participation in this system and development support to operational weapon systems that will be assigned expanded mission roles and mission capabilities in the Joint arena.
- ConOps support for Common Support Aircraft (CSA) to the JSF.
- Support revisions to the ConOps for the Joint IDECM program to update the system for enhanced Radio Frequency Counter Measures, and the fiber-optic towed decoy system (AN/ALE-55).
- Support for the definition of the Common Future Concept of Operations for Forcible Entry by Naval Forces, utilizing documents such as the draft Naval Operational Concept (NOC), Sea Power 21, Expeditionary Maneuver Warfare, Enhanced Networked Sea Basing, and the Naval transformational roadmap to determine a future naval concept.

All ConOps products shall be developed containing the following elements: Background/overview; The military Requirement; Shortcomings of existing systems; Characterization of the future operating environment; System description; System architecture for new required capabilities; Employment concepts; Steps to meeting mission requirements; Illustrative scenarios; Analysis of human factor issues; and Issues and conclusions.

The ConOps shall be developed as early as possible in each development program to generate the common understanding and contribute to early identification of possible and potential problems and issues, which require early attention in the preliminary design process. The contractor may be required to develop and generate classified ConOps as required by individual programs.

The contractor shall assist in performing engineering and analysis such as: the determination of shortcomings of existing systems; characterization of future operating environments; develop system descriptions; develop top-level system architectures for the addition of new stated capabilities; develop detailed employment concepts; develop detailed mission requirements; development of illustrative scenarios that are met with the ConOps and analysis of human factors. The contractor shall deliver ConOps technical data to the Government in the form of a Scientific and Technical Reports, as specified in individual task orders.

### **3.2 Operational Requirements Documents (ORDs) Support**

The contractor shall assist the Government with performing the research, analysis and synthesis required to develop Operational Requirements Documents (ORDs), revisions to ORDs, and the development of ORDs for new engineering baselines to meet fleet performance requirements for Joint Force programs. ORDs shall be developed for systems that are required to meet Joint mission requirements, Joint interoperability requirements, and Joint communication requirements. ORDs shall also be developed, updated, or modified, as required, for new Joint tactical systems.

Examples of current and typical on-going task areas for contractor support for the development of Operational Requirements Documentation:

- Technical support to the Navy CVN-21 program for the development of an ORD that reflects the capability requirements and performance characteristics for multiple ship designs.
- Technical support for the modification and revisions to the ORD for CVN(X).
- Support for the operational requirements for asset tracking and asset visibility systems to meet compliance with Joint Vision 2010, and 2015 requirements. Support for operational and specific system requirements using automated identification technologies to meet material identification and asset visibility deemed essential for the Joint Vision 2010 and 2015.
- Support the development of detailed ORDs and Mission Needs Statements (MNS) for Joint and specific Service programs that are required to support Joint Force Information Systems.
- Multi program contractor support for the continued refinement and evolution of the ORDs pertaining to project offices within the US Navy and USMC developing the compliance matrices for enhanced Seabasing and Power Projection from the sea.

The contractor shall assist the Government with developing the operational background and characterizing the current operational capabilities and perceived shortfalls for systems undergoing modification. The contractor shall then develop a detailed description of the capabilities desired from the modification, placed in out year operational scenarios, and then develop how the system should conduct itself in improved performance, but also performance in new and different mission areas that support the Joint Vision 2010, Joint Vision 2015 and JF mission requirements. Included in this work, the contractor shall perform the supporting work of systems analysis, mission effectiveness analysis, and the development of operating concepts for the new mission area to be accomplished by the system.

### **3.3 Concept Design Documents (CDDs) Support**

Joint Force programs require contractor support for the development or modification of existing Concept Design Documents (CDDs) for Joint operations, Joint weapon systems, tactical systems subscribed to the Joint operating environment, and data, guidance and command and control systems planned for Joint operation. The CDDs shall be developed or modified from existing concepts, present joint doctrine, Service operating concepts, and the September 2002 National Security Strategy.

The contractor shall provide technical support to the Government for the preparation, presentation, and technical evaluation of CDDs during the JROC process.

### **3.4 Mission Needs Statements (MNS) Support**

The contractor shall provide technical research and analysis to assist with developing an/or updating Mission Needs Statements (MNS) for assigned programs, systems, subsystems and joint force concepts. The development or updating of MNS shall be under Government review and control, and utilize all available planning and concept documentation available at the time. Mission Needs Statements support may be provided for the MNS for CVN(X), and CVN-2, and the interim Joint Total Asset Visibility program.

### **3.5 Programming and Budgeting System (PPBS) Training and Technical Support**

The contractor shall provide subject matter expertise, training and support in the Government's budgetary and requirements development process for Joint weapon system and subsystem acquisition for the development and delivery of training and technical support for the Government Planning, Programming and Budgeting System (PPBS). This type of supported is currently being used by PMA-272 for the Integrated Defense Electronic Countermeasures System (IDECM), CVN-21 program office, CVN(X), and CVN-76 /CVN-77 programs to PEO Carriers, PMS-378, and PMS-312, and POM-05 and POM-06

The contractor shall provide PPBS support for the planning and evaluation of re-engineering existing specific service (Navy/USMC/Army/USAF) systems to interoperate successfully with evolving Joint Force Tactical information systems, including interoperability analysis for tactical communication systems, joint weapon systems, and guidance systems.

The contractor shall prepare and deliver two day courses, three day courses, and refresher courses for PPBS, as well as on-call phone with interactive courseware, after the courses are delivered. The amount of interactive courseware and level of phone support will be specified in individual Task Orders. PPBS training support shall include:

- Provide the necessary subject matter knowledge, defined as: Experienced classroom instructors with career experience and advanced subject matter expertise in the Federal Government PPBS process; To develop and deliver PPBS courseware materials, job performance aids, and computer-based decision support systems such as automated financial spread sheets and pre-programmed financial models in order to train Government requirements and acquisition personnel. Training aids and classes shall be provided to Program Executive Offices (PEOs) and other departments and organizations. Programs and classes may include: PPBS; PEO Investment planning and support; and, Requirements Officer's Training. PPBS courses shall be delivered in one, two and three day formats. Course tailoring may be required for specific warfare offices.
- The tailoring or special orientation of training materials for requirements officers, general officers, acquisition specialists, and general flag officers.
- Provision for on-call service to participants after the class is delivered, as well as on-call PPBS support to the PEOs and Government offices requesting this support with the specific level of service specified in individual task orders.

### **3.6 Research and Analysis**

#### **3.6.1 Systems Research**

Systems research support shall be required to support the objectives of Joint Force programs. Efforts shall consist of technical support services such as functional requirements analysis, and design and evaluation support for the purpose of assisting the Government to transform Government needs into a preferred system configuration. These contractor support efforts shall comprise a top-down, iterative research process that may be required during any phase of the system's life cycle. All analyses reporting shall be in accordance with the CDRL requirements of each order.

Systems research support shall include systems research for on-going system modifications, current prototype and evaluation systems, new developmental systems, applied research, and the modification and modernization of existing military systems.

Example programs include the CVN(X), CVN-76, CVN-77 and the Refueling and Complex Overhaul (RCOH) programs for the PEO Carriers which support Joint mission requirements; improved Tactical Airborne Reconnaissance Pod System (TARPS), USMC Advanced Tactical Air Reconnaissance System (ATARS), and Shared Reconnaissance Pod (SHARP) systems

The contractor shall provide the following systems research support to identified systems:

**3.6.1.1 Functional Requirements Decomposition Support.** The contractor shall utilize the system engineering process to decompose functional requirements during the analysis phase. Functional requirements shall be decomposed into their logical components to identify their subordinate components, dependencies and hierarchy. The development of these hierarchical functional requirements shall be delivered to the Government in the form of a Scientific and Technical Reports, as specified in individual task orders placed on this contract.

**3.6.1.2 Preliminary Design Concept Support.** The contractor shall use the approved system requirements and functionally allocate each system requirement to appropriate hardware and software solutions. Alternate solutions

shall be identified and evaluated. The contractor may be required to support the development of one or more preliminary designs, research and allocate specific detailed requirements to a specific hardware or software component, and support the identification of the component in a preliminary design concept. Preliminary design data shall be delivered to the Government in the form of a Scientific and Technical Reports, as specified in individual task orders.

**3.6.1.3 Architecture Development Support.** The contractor shall support the development of architectural documents that consist of process narrative, process flow maps, information exchange requirements (IERs) matrices, and stacked lists of source and receiver nodes. The contractor shall support the Government's development of an overall architecture concept as required, which demonstrates consistency in data flow, is within the limitations of individual component technologies and can demonstrate that it meets overall mission performance needs. Architectural development support shall be delivered to the Government in the form of a Scientific and Technical Reports, as specified in individual task orders.

### **3.6.2 Systems Analysis**

The contractor shall be required to perform systems analysis identified below to support on-going Joint Force program requirements as applied to the Joint commands and the cognizant program offices from each branch Service. Examples of offices to be supported include: Program Executive Officer for Aircraft Carriers (PEO Carriers) and Joint Force Headquarters (SJFHQ).

The contractor shall provide systems analysis support which includes:

- business processes analysis;
- force structure/mix analyses;
- data flow analysis;
- interface analysis/definition;
- data update rate analysis/definition;
- analysis for service life extension programs (SLEPS);
- data synthesis / research of mission performance data for observable metrics, and
- force structure analyses, as defined in individual task orders.

### **3.6.3 Systems Analysis and Concept Definition**

The contractor shall assist in providing analytical and engineering support to the Government which shall consist of: Trade analysis of existing weapon system capabilities against proposed Joint roles or Joint Vision; Engineering support to assist with developing system operational requirements which satisfy Joint Operational and performance requirements; and, Engineering support to translate the Joint mission requirements to support the development, re-development or revisions to Government ORDs, MNSs, CDDs, and ConOps that define expanded Joint mission capabilities, subsystem performance or expansion of mission roles, with verifiable performance-based capabilities.

Current Joint Warfare areas requiring systems analysis and concept definition include: Strike, Expeditionary Warfare, Air Defense/Theater Ballistic Missile Defense (TBMD), Command and Control Warfare, Logistics, Asset Visibility, Joint Manpower, and Joint infrastructure and architecture. The contractor shall deliver this technical data to the Government in the form of a Scientific and Technical Reports, as specified in individual task orders.

### **3.6.4 Engineering Support for Test and Evaluation**

The contractor shall assist in providing specific technical support in designing, planning, conducting, analyzing, and reporting phases of test and evaluation programs, to assess the performance of each command, control or specific system as they are re-engineered or re-developed for use in the Joint Force environment. Support shall be provided to CVN(X) warfare system and the Integrated Warfare System (IWS).

Contractor Test and evaluation support shall include, but not be limited to:

- Engineering support for the development of test and evaluation plans;
- Engineering support the development of test procedures; and the development of test acceptance criteria,
- Engineering support the evaluation and selection of test technologies and equipment;
- Engineering support for the validation and/or monitoring of test programs;
- Engineering support for the verification of functional requirements and test problem resolution;
- Engineering support for on-site testing and evaluations and test discrepancy problem resolution.

### **3.6.5 Technology Assessments Support**

The contractor shall assist the Government with identifying and assessing the applicability of new technologies to existing weapon systems, ships and aircraft, and to expand these technologies to new platforms identified by Joint Force program initiatives. Example technology families are High-speed data imaging; Optical data duplexing; and emerging high performance aircraft wing materials/structures and shapes. This type of support is currently being used by OPNAV N785 for the CVN-21 Program, and NAVAIR PMA-272 for advanced tactical aircraft.

Technology assessments and insertions will be critical to meet the military's Joint Vision 2010 and 2015 requirements.

Using the assessment results, the contractor shall provide objective recommendations for the US Joint Forces Command (USJFCOM) to the Joint Readiness Council (JROC) or to other C4ISR program decision makers as directed.

The contractor shall assist the Government with researching and evaluating specifically assigned technologies for their suitability for successful near-term and long-term insertion into the battlefield environment. The technologies selected for suitability as near-term insertions shall require contractor support for battle lab experimentation and analysis. The contractor shall facilitate supporting arrangements with service battle labs and activities conducting experimentation and use the Joint C4ISR Integration Facility for interoperability and effectiveness testing and evaluation. The process shall clearly demonstrate joint utility or identify the non-operable system for elimination. The testing shall identify capabilities, which are interoperable from the combatant command level down through the JF programs to the component command level. In all cases the end result will be a recommendation based upon empirical data, which will lead to field interoperable capabilities, as defined through the combatant commands' requirements process, and using C4ISR technological advancements on a near real-time basis. The contractor shall deliver this technical data to the Government in the form of Scientific and Technical Reports, as specified in individual task orders.

## **3.7 Program Management and Acquisition Strategy Support**

### **3.7.1 Program Management Support**

The contractor shall provide program management support to Government personnel and programs. This support shall include assisting in the development of management plans and strategies, milestone planning and tracking, evaluations of program schedules, and deliverable tracking. The contractor shall be required to attend meetings and seminars as directed by the Government. The contractor shall assist in preparing and coordinating the agenda to key meetings, prepare presentation materials, host and/or participate in the actual meeting, and draft the minutes and action items for appropriate action. All documents or presentations prepared by the contractor shall not contain any logos, identifications, symbols, trademark or other information relating to the identification of the contractor. All documents or presentations prepared by the contractor shall bear the legend: "U.S. Government Document. For Official Use Only". The Government will conduct reviews of the activities; provide technical direction, and approval of all major activities undertaken by the contractor. Support shall be provided to the Navy and US Marine Corps program offices overseeing the development of concepts for Seabasing and/or power projection from the sea, as part of the Joint Task Force, and Tactical Aircraft Program, NAVAIR PMA-272., and OPNAV N785, to support

Aircraft Carrier Programs including supporting the CVN-21 Design Alternative process to meet JTF and Navy requirements

### 3.7.2 Acquisition Strategy and Concept Development

The contractor shall assist in conceptual strategies for concept development; acquisition documentation; acquisition design, development, test or production documentation; acquisition budgetary or financial information; and, the planning, and/or reviewing of program data deliverables. Various designs, and approaches shall be analyzed for their thoroughness, technical merit, with assessments for technical, cost and schedule risks. The contractor shall attend meetings, design reviews, working groups and briefings, as required to analyze program progress verses requirements. The contractor shall assist with defining, developing, analyzing and monitoring program financial data such as reconciliation of Cost Performance Reports (CPRs) and Cost Schedule Status Reports (CSSRs). Contractor support in acquisition programs shall include:

- Assist in developing the strengths and weaknesses of various acquisition strategies and acquisition concepts, as well as the development of and/or reviewing request for proposal and program execution documents as directed. Acquisition strategy strengths and weaknesses will vary from program to program, however the contractor shall develop, define and provide rationale for weight criteria as a support service, as required by individual task orders.
- Organize, attend or host, and facilitate program meetings/Integrated Product Team (IPT) discussions as directed.
- Provide issue resolution assistance between program management, requirements, oversight, test and evaluation, and policy agencies, , as directed by the Government. This will include liaison with designated agencies, conducting research, and providing recommendations.
- Assist in the development of acquisition strategies and documentation as directed. Provide updates to the Government on changes in Requirements and Acquisition policy associated documentation required for major program milestones. The contractor shall provide assistance in document preparation and review co-dependant documents for consistency (eg. ORD and TEMP).

## 4.0 DELIVERABLES

As required by the individual task order the contractor shall provide the following deliverables in accordance with the contract data requirements list (CDRL) and the data item description (DID) (Advisory) :

**4.1** The contractor shall submit monthly status reports, *Contractor's Progress, Status and Management Report*, CDRL Item A001 (DI-MGMT-80227), (Advisory), indicating the work accomplished, status and cost to include:

- a. Contractor's name and address
- b. Contract Number
- c. Date of report
- d. Period covered by the report
- e. Man-hours expended for the reporting period and cumulative contractual expenditures as of report date.
- f. Cost curves portraying actual and projected conditions throughout the contract.
- g. Cost incurred for the reporting period and cumulative contractual expenditures as of report date.
- h. Description of progress made during period reported, including problems areas encountered, resolution, and recommendations, if any, for solutions that may result beyond the scope of the task order or contract.
- i. Trips taken, indicating significant results.
- j. Identification of and plans for activities in the following reporting period.

**4.2** The contractor shall develop and deliver *Conference Agenda* on an as required basis, in accordance with (DI-ADMN-81249A), (Advisory), CDRL Item A002.

- 4.3** The contractor shall develop and deliver *Conference Minutes*, on an as required basis, in accordance with (DI-ADMN-81250A), (Advisory), CDRL Item A003.
- 4.4** The contractor shall develop and deliver *Technical Reports-Study/Services*, on an as required basis, in accordance with (DI-MISC-80508A), (Advisory), CDRL Item A004.
- 4.5** The contractor shall develop and deliver *Scientific and Technical Reports*, on an as required basis, in accordance with (DI-MISC-80711A), (Advisory) CDRL Item A005.
- 4.6** The contractor shall develop and deliver *Presentation Material*, on an as-required basis, in accordance with (DI-ADMN-81373), (Advisory), CDRL Item A006.

## **5.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)/ GOVERNMENT INFORMATION**

The Government shall furnish the contractor with operational mission engineering data and Subject Matter Expertise (SMEs) as required for the development of the ConOps, MNs, CDDs and technical studies and research required by this Statement of Work. The Government shall provide access to existing concept data, system specifications and force planning documentation as required by each individual task order.

## **6.0 DISCLAIMER**

All reports delivered under this SOW shall contain the following disclaimer statement:

“The views, opinions, and findings contained in this report are those of the author(s) and should not be construed as the official Department of Defense (DoD) position, policy, or decision unless so designated in other official documentation.”

## **7.0 SECURITY**

All key personnel associated with this contract may be required to have a DoD “secret” clearance. The contractor shall have access to information and compartments with a “secret” classification. All deliverables associated with this SOW are “unclassified” unless otherwise specified on the individual task orders. Individual task orders shall specify the security requirement.

## **8.0 TRAVEL**

Travel will be negotiated in each individual task order as required.



## **PERSONNEL QUALIFICATIONS**

The contractor is required to provide personnel having the following levels of professional and technical experience. These qualifications are the minimum; contractors should strive for technical excellence in personnel by demonstrating experience and qualification beyond these qualifications.

The specialized experience included, as part of the required qualifications shall have been obtained in the fields of endeavor indicated by the applicable labor categories listed below. Unless stated otherwise in the individual labor category, experience must also be within the last five years.

The contractor shall be responsible for employing appropriate professionally and technically qualified personnel to perform the tasks outlined herein. All key personnel proposed for each labor category below should have or be capable of obtaining a security clearance rating of SECRET.

### **PROGRAM MANAGER (Key Personnel)**

Position requires a bachelor's degree with ten (10) years qualifying, related experience. An associate degree or military technical training may be substituted with a total of thirteen (13) years of qualifying related experience. Five (5) years of this experience must be in the direction and management of Government funded programs in industry with ten or more individuals.

The candidate must have the capability and demonstrated industry experience in planning, directing and coordinating the activities of administration and program control. Must supervise technical personnel to complete tasks relating to complex problem solving, systems design, cost effectiveness analyses, and systems development. Qualifying, related experience for program management of large-scale military and federal government systems includes demonstrated recent industry experience in: system (program) requirements definition; work planning; budget development; fiscal control; scheduling; task control; work progress assessments; contract management; subcontractor/vendor management; client communications; and, staff recruiting/development and personnel communications.

### **SENIOR SCIENTIST (Key Personnel)**

Position requires a Doctorate degree in a recognized engineering, scientific, or technical discipline with ten (10) years of qualifying, related experience. Degrees in applied physics, computer science, computer engineering or other engineering disciplines are preferred. A Master's of Science degree in an engineering, operations research, or technical discipline may be substituted with a total of fifteen (15) years of qualifying related experience. This is a senior level position requiring the analysis and solution generation to complex scientific and engineering problems, working with a minimum of supervision.

The candidate must demonstrate qualifying related experience in one or more of the following areas: Complex theoretical and empirical mathematical models for dynamic systems; Demonstrated experience developing complex simulation models using applied Newtonian physics and classical dynamics; Operations research specializing in force modeling, behaviors, and predictions; Computer Science with recognized expertise in enterprise level information systems; or, Electrical Engineering with systems level design expertise developing enterprise architectures for complex military systems.

The candidate must demonstrate qualifying related expertise and experience in one of the disciplines listed above to make major scientific and technical contributions for on-going large scale military programs. Candidate expertise will typically include one or more of the following: The generation of vehicle dynamics models for aircraft and ground vehicles and weapon systems; Statistical methods for experimental design; Reaction force, aerodynamic force and moment coefficient modeling; Atmospheric modeling, control system architecture development; Experimental design and analysis including analysis of variance; Equation of motion derivation; Force level analysis, modeling and behavior predictions; Enterprise level system architectures, and, monte carlo simulations.

**SENIOR SYSTEMS ENGINEER (Key Personnel)**

Position requires a bachelor's degree in computer science, mathematics, sciences or an engineering discipline with ten (10) years of qualifying, related experience in industry.

An AS degree in a technical field, may be substituted with a total of fifteen (15) years of qualifying, related experience in industry. This is a senior level position requiring the analysis, engineering and development of design concepts to satisfy complex scientific and engineering problems, working with a minimum of supervision.

This position requires the ability and the demonstrated industrial experience to independently develop systems engineering designs and design products. Qualifying, related experience shall include the development of the following for federal/military programs and weapon systems: system and subsystem specifications; preliminary and final (detailed) electronic and digital designs; detailed system architectures; digital software code; interface designs/design documents; system test plans/test procedures; and engineering documentation. Experience must include hands-on experience through all phases of systems development including: system concept formulation; technology trade-off analyses; system design; system development; system test; system implementation; and life cycle maintenance.

**SENIOR MILITARY REQUIREMENTS ANALYST (Key Personnel)**

Position requires a master's degree with ten (10) years qualifying, related experience. A bachelor's degree in Business or Systems Analysis may be substituted with fifteen (15) years of qualifying, related experience. This is a senior level position requiring analysis and solutions to complex requirements development issues for current and future weapon systems using the candidate's operational experience and knowledge of leading edge weapon systems and their tactical applications.

Position requires in-depth operational and tactical experience with specific weapon systems as a hands-on subject matter expert. Qualifying related experience must include a minimum of four (4) years of direct military experience as a senior developer of warfighting requirements for modern weapon systems and/or technical upgrades to these systems. The candidate must demonstrate experience in developing Mission Needs Statements (MNS) or Operational Requirements Documents (ORD) for large-scale weapon systems, systems modernization and upgrades. Experience in developing weapon system Concept of Operations is desired. Former military manager with experience in weapons system development and operations is required.

**SENIOR OPERATIONS ANALYST (Key Personnel)**

Position requires a master's degree in Operations Research with ten (10) years qualifying, related experience. A bachelor's degree in Business or Systems Analysis may be substituted with a total of fifteen years (15) years of qualifying, related experience. This is a senior level position requiring analysis and solutions to complex operational problems of military weapon systems.

Position requires specific weapon system operational experience as a subject matter expert in specific weapon system operation and tactical capabilities. Qualifying related experience includes developing solutions to major military aircraft, weapons or C4I operational analysis problems. A minimum of three (3) years experience in developing Concept of Operations for major weapon systems and system modernization programs is required. Experience in utilizing, interpreting and verifying weapon system modeling and simulation components is desired. Former military manager with warfighting experience and a firm understanding of all phases of weapons system development and operations is required.

**SENIOR SYSTEMS REQUIREMENTS ENGINEER (Key Personnel)**

Position requires a bachelor's degree in engineering or industrial engineering with ten years (10) years qualifying, related experience. This is a senior level position requiring analysis with solutions to complex operational and engineering problems on military weapon systems and subsystems.

Qualifying related experience includes five (5) years engineering experience performing design-level engineering work for specific weapon systems development. The candidate must demonstrate experience in requirements generation relating to weapon system performance, operating environment, operational characteristics, transportability, reliability, lethality, and life cycle maintenance. A graduate of the engineering Test Pilot School or Defense Systems Management College is highly desired. Former military manager with experience in weapons system development and operations is desired.

### **PROGRAM BUDGETARY ANALYST**

Position requires a master's degree in Business Administration with ten (10) years qualifying, related experience. A bachelor's degree in Business may be substituted with a total of fifteen years (15) years of qualifying, related experience. This is a senior level position requiring analysis and development of solutions to complex financial, cost and organizational problems.

Qualifying, related experience includes a minimum of five (5) years of recent experience in applying business / financial skills to developmental weapon systems and/or weapon system modernization. Experience shall include performance of cost and budgetary analysis of both contractors and Government activities. Individual must have demonstrated experience and competency in weapons system cost analysis and in the Planning, Programming and Budgeting System (PPBS). The candidate must demonstrate experience and a thorough knowledge of cost accounting principles and weapon system costing and funds management. Must be experienced in design, development and application of financial tracking systems. Military experience in understanding weapons system development and costing is desired.

### **SENIOR COMBAT OPERATIONS ANALYST (Key Personnel)**

Position requires a Bachelor's degree, graduation from a Service War College and twenty years of progressively responsible experience involving Combat Operations planning and execution. Recognized as a service warfighting expert in campaign, mission, and engagement planning and execution. Recognition validated through broad exposure such as publication, research, instructing and presentations. Provides highly technical specialized guidance with regard to identifying solutions to complex problems. Additionally, applies independent critical thinking that foster new ideas and solutions that adds value to a warfighting-related product or process

Qualifying experience includes a minimum of five (5) years of recent experience in command of operational combat units, Unified or Specified CinC or subordinate command staff planner or analyst in support of combat operations. Often called upon as one of a select few recognized specialists with unique knowledge and skills. Has solid experience in campaign and mission execution through actual combat operations, "Hostile Peace" operations (e.g. current Bosnia and Mid East operations) or participation in multiple combined and Joint Task Force major exercises.

### **COMBAT OPERATIONS ANALYST**

Position requires a Bachelor's degree and ten years of progressively responsible experience involving Combat Operations planning and execution. Recognized as a service warfighting expert in campaign, mission, and engagement planning and execution. Provides highly technical specialized guidance with regard to identifying solutions to complex problems. Additionally, applies independent critical thinking that foster new ideas and solutions that adds value to a warfighting-related product or process.

Qualifying experience includes a minimum of three (3) years of recent experience in command of operational combat units, Unified or Specified CinC or subordinate command staff planner or analyst in support of combat operations.

Often called upon as one of a select few recognized specialists with unique knowledge and skills. Has solid experience in campaign and mission execution through actual combat operations, or participation in multiple combined and Joint Task Force major exercises.

### **SYSTEMS ENGINEER**

Position requires a bachelor's degree in mathematics, engineering, computer science or technical discipline with five (5) years of qualifying, related experience. An associate degree in a technical discipline may be substituted with a total of ten (10) years of qualifying, related experience. This is a mid-level position requiring senior level supervision to develop top-level and detailed engineering designs, and develop optimized engineering solutions to complex problems.

The candidate must be capable of contributing to the design and implementation using digital electronic and analog sensors and instrumentation for use in military digital electronic systems and simulation systems for DoD applications. Must be experienced in commercial standards such as electrical/electronic safety practices, IEEE digital interface protocols, and commercial assembly practices. Qualifying experience includes: development of digital and/or analog designs for instrumentation/ data collection; mechanical/electronic packaging, configuring and implementing COTS equipment for data collection/manipulation; researching, specifying and prototyping electrical and mechanical components for data acquisition/ manipulation in simulation systems. This position requires system level experience and expertise which covers power, analog electronics, digital circuits, and embedded software.

### **SYSTEMS ANALYST**

Position requires a bachelor's degree and five (5) years of qualifying related experience. An associate degree may be substituted with eight (8) years of qualifying, related experience.

Qualifying related experience includes analysis and problem solving leading to solutions to complex problems in weapon systems and associated support equipment. Qualifying experience includes: analysis of system requirements; developing assigned portions of system specifications; development of system and subsystem designs; developing supporting technical documentation; developing system level test data; conducting testing; and, verification of systems. All qualifying experience must include related work for military programs, weapon systems and other DoD programs.

### **RESEARCH ENGINEER**

Position requires a bachelor's degree in mathematics, engineering or scientific field with four (4) years of qualifying, related experience. An associate degree may be substituted with eight (8) years of qualifying, related experience. This is a mid-level position requiring senior level supervision to direct the objectives of the engineering research, and assist in the evaluation of the findings to develop optimized engineering solutions to complex problems.

Qualifying related experience includes the research, analysis and the development of engineering solutions to complex problems in military and federal programs, weapon systems and associated support equipment. Qualifying experience includes: research and documentation of operational requirements; research and validation of engineering requirements; research into engineering and technological and alternative solutions; analysis or development of system software requirements; development or evaluation of assigned portions of software specifications; development or evaluation of system and subsystem designs; development of engineering solutions for specific and enterprise level requirements; research, analysis and development and/or integration with commercial data base servers; research, analysis and evaluations of competing technologies which offer unique engineering solutions to program technical requirements; research, analysis and documentation of methodologies that empirically measure system/technology performance; development or data analysis and documentation of findings; developing system level test data; conducting software testing; and, verification of distributed software intensive systems. This position requires use of structured engineering and analysis techniques, with the ability to accurately and succinctly document and support technical findings.

**RESEARCH ANALYST**

Position requires a bachelor's degree and a minimum of two (2) years of qualifying related experience. An associate degree may be substituted with five (5) years of qualifying, related experience. This is a junior level position requiring the oversight and supervision of more senior scientists and engineers to provide direction and technical assistance.

Qualifying related experience includes performing structured research, analysis and problem solving including experience in data research, data development, data analysis and data reduction for complex problems in military programs, weapon systems and associated support equipment. Qualifying experience includes: structured research techniques, statistical analysis, development of trade criteria, engineering trade analyses, comparative technical evaluations, analysis of significance of data/data reduction, development of supporting technical documentation; developing system level test data; and development of technical reports.

**TECHNICAL PUBLICATIONS SPECIALIST**

Position requires a bachelor's degree and 5 years qualifying, related experience or an associate degree and 10 years of qualifying, related experience. Qualifying and related experience includes the organization, layout, development, revision and publishing of technical documentation used in federal program design phases and life-cycle support phases. Technical and logistic support publications are required for federal, military and weapon system programs. Qualifying experience must include: researching and gathering complex technical information, tables, and related graphical diagrams, figures and drawings from technical program elements; the authoring and independent development of draft and final technical publications using government approved electronic and hard copy formats; the attendance and participation at publication reviews and conferences to evaluate the completeness and accuracy of publications; and, the revisions, updates and modification of technical, design and logistic support documentation for military, fleet, or agency use. Related documentation types include user's manuals, operator's manuals, maintenance handbooks, instructor's guides, training materials, training courses, material management plans/procedures, installation manuals, update installation documentation, indentured parts lists, troubleshooting guides, preventive maintenance manuals, procedures manuals, check lists, and warranty / vendor documentation.

This is a senior level position requiring little supervision requiring the development of accurate documentation for potential wide spread use within the federal government and the US military.

**ASSISTANT BUDGETARY ANALYST**

Position requires a bachelor's degree with three (3) years qualifying, related experience. An associate's degree or certificate in accounting may be substituted with a total of eight years (8) years of qualifying, related experience. This is a mid level position requiring routine supervision and oversight by more senior researchers and program budgetary analysts.

Qualifying, related experience includes a minimum of three (3) years of recent experience in applying business / financial skills to federal and military developmental and/or modernization programs. Experience shall include performance of cost and budgetary analysis of both contractors and Government activities. Candidates must have basic experience and competency in federal program cost analysis and in the Planning, Programming and Budgeting System (PPBS). The candidate must demonstrate experience and knowledge of cost accounting principles and federal program system costing and funds management. Must be experienced in the utilization and application of financial tracking systems, program tracking systems and Microsoft Office <sup>TM</sup> products.

**LOGISTICS SPECIALIST**

Position requires a bachelor's degree and five (5) years qualifying, related experience or an associate degree and 10 years related, qualifying experience. Related experience includes: the review or development of steps and procedures for planned maintenance systems; analysis and documentation of the level of repair for

systems/subsystems; the development of logistic information for Operations and Maintenance manuals; the editing and development of Utilization Handbooks; analysis and/or development of Preventive Maintenance plans and procedures; the layout, design and development of Interactive Electronic Technical Manuals (IETMS) using government approved software platforms; logistic analysis of component failure rates with recommendations/justifications levels for provisioning and sparing replacement parts; the development and placement of complex engineering drawings in technical publications, the development of wire lists or wiring diagrams and their selection and use in technical publications and the development of unique vendor lists; and, the development of system training criteria and training courses.

#### **QUALITY/ISO 9001 PROCESS ANALYST**

Position requires a bachelor's degree and a minimum of six (6) years of related, technical experience with DoD and federal development and/or modernization programs. Requires four (4) years experience in process development and audit for ISO 9001 and similar quality systems. Experience in statistical process evaluations, engineering process development/audit, corrective action reporting, process improvement groups, metric development/metric implementation and other quality systems are essential. Experience in internal audits, external certifications, plant process improvement, quality system documentation, process documentation, enterprise-wide quality systems, and audit documentation is preferred. Must be able to perform evaluations of the adequacy of CM, QA and production quality systems for the DoD and experience in ISO (quality) audits, and ISO 2000 standards updates.

#### **TEST / EVALUATION ENGINEER**

Position requires a bachelor's degree in a scientific or technical discipline with two (2) years of qualifying, related experience. An associate degree or military technical training may be substituted with a total of five (5) years of qualifying, related experience.

Qualifying, related experience includes hands-on participation in validation of assigned portions of system specifications; formal evaluation of system and subsystem prototypes; verification and validation of engineering and electronic drawings to the as-built units; review and evaluation of test plans and test procedures for adequacy; develop test matrices; evaluate integration testing; generating valid test data; perform system level test; test discrepancy evaluations, record keeping and resolution, and, complete test/evaluation documentation. All qualifying experience must include related work for military systems, federal programs, weapon systems and other DoD programs.

#### **COMPUTER GRAPHICS DATA BASE DEVELOPER**

Position requires an associate degree or technical training with a minimum of eight (8) years of qualifying, related experience. This is a senior level position, which requires little supervision and guidance. Candidates for this position shall be recognized for their initiative, technical skills and their superior graphic art capability.

Qualifying related experience includes the development of complex 2D and 3D graphic objects in a variety of high-resolution formats on high-end computer workstations. The candidate must have qualifying experience and be completely proficient in high-end COTS drawing packages, data base management tools, HTML programming/application development, CAD software, and current internet/intranet conventions, protocols and defacto standards. Must be thoroughly experienced in graphic digital scanning, transfer, storage and manipulation techniques. Qualifying, related experience includes military program web sites, weapon system simulations, visual data base systems, and intranet development.

#### **RESEARCH ASSISTANT**

Position requires an associate degree with two (2) years related experience or a high school diploma with six (6) years of related experience. Research skills using technical libraries, and the public internet documenting findings is

essential. Position requires the ability and experience to conduct effective searches for facts, graphics, relational data, and historical data. Experience must include literature searches, compilation of related articles, independent determination of research techniques and search parameters, extensive research using the public internet, compilation of data and findings into tabulated reports, and evaluations of research and ranking the significance of findings. Works under the direction and supervision of more senior analysts, engineers and research scientists.

**ADMINISTRATIVE ASSISTANT**

Position requires an associate degree with one (1) year related experience or a high school diploma with three (3) years of related experience. Related experience must include administrative support to technical programs, assisting report preparation and publication, word processing, vendor purchase order preparation, and basic cost data management. Knowledge and operation of office productivity systems is essential. Requires knowledge of Government program report requirements and formats.

**HQC-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA) SEP 1992**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto in **Section J**.

**HQC-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

**HQC-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (Mar 2001)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NAVSEA Solicitation No.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.



**HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

**HQC-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

**SECTION D - PACKAGING AND MARKING****IHD 31 MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS) (IHD/NSWC) (FEB 2000)**

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: **N00174-04-D-**

Bldg:

Code:

\*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

**DATA PACKAGING LANGUAGE**

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

**MARKING OF REPORTS (NAVSEA) (SEP 1990)**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: \_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_  
(Name of Requiring Activity)

\_\_\_\_\_  
(City and State)

**PREPARATION FOR DELIVERY (COMMERCIALLY PACKAGED ITEMS)**

Preservation, packaging and packing shall be in accordance with ASTM D 3951-90 "Commercial Packaging of Supplies and Equipment."

**HQ D-1-0002 - PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)**

Item(s) 0001 THRU 00015 - The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

**SECTION E - INSPECTION AND ACCEPTANCE****52.246-5 Inspection of Services--Cost-Reimbursement.****APR 1984****VERIFICATION OF SERVICES AND TIME RECORDS (IHD/NSWC)**

(a) The performance of work and the assignment of personnel hereunder shall be subject to random verification by the Government from time to time during the effective period of the contract. The purpose of such inspection is to assure the qualifications of assigned personnel, verify the categories of labor being utilized, ascertain the accuracy of time and labor charges, preserve the identification of Government equipment and/or parts and material acquired for Government use and otherwise verify compliance with contractual requirements.

(b) In this regard the Contractor recognizes the Government's right to conduct random "checks" provided such are made during reasonable hours of the workday and do not unduly delay or inhibit workflow or Contractor performance. The Contractor agrees to make available, upon request, to cognizant Government personnel, appropriate resumes, individual labor category classifications, pertinent time cards and payroll records and such other contract associated records as may be reasonably required to substantiate contract compliance.

(c) When review of work in-process is determined necessary by the Contracting Officer, the Government reserves the right to conduct this review at the Contractor's plant or to require the Contractor to bring work-in-process to the Indian Head Division, Naval Surface Warfare Center for review.

**INSPECTION AND ACCEPTANCE (DESTINATION) (NSWCIHD) (MAY 1997)**

Inspection and Acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

**INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and Acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

**SECTION F - DELIVERIES OR PERFORMANCE**

<b>52.242-15</b>	<b>Stop-Work Order.</b>	<b>AUG 1989</b>
<b>52.242-15</b>	<b>Stop-Work Order. (AUG 1989)-- Alternate I</b>	<b>APR 1984</b>
<b>52.247-34</b>	<b>F.O.B. Destination</b>	<b>NOV 1991</b>

**IHD 61 PLACE OF DELIVERY: DESTINATION (IHD/NSWC)**

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

**Naval Surface Warfare Center, Indian Head Division**  
**ATTN: Joe McClure Code 655M**  
**101 Strauss Ave.**  
**Indian Head MD 20640-5035**

(b) Proposals submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

**DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS**

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified under DD Form 1423, Section J.

**IHD 62 PERIOD OF PERFORMANCE (NAVSEA/IHD) FEB 2000**

The Basic effort to be performed under this contract, including delivery of data, shall be completed within a period of [12 ] months beginning with the effective date of this contract. The total period of performance, including delivery of data, shall be for a duration of [60] months (if all options are exercised) beginning with the effective date of this contract.

## SECTION G - CONTRACT ADMINISTRATION DATA

### 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [2] copies, to the [contract auditor\*] at the following address:

**Contractor's DCAA office:**

[X]unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [the Contracting Officer's Representative]. Following verification, the [contract auditor\*] will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [30] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",

[ ] is required with each invoice submittal.

[X] is required only with the final invoice.

[ ] is not required.

(f) A Certificate of Performance

[X] shall be provided with each invoice submittal.  
 [ ] is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

**252.242-7000 Postaward Conference. DEC 1991**

**IHD 76 INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER HOURS OF OPERATION AND HOLIDAY SCHEDULE (IHD/NSWC)**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Surface Warfare Center. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Surface Warfare Center are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	1 January
Martin Luther King's Birthday	21 January
President's Day	18 February
Memorial Day	27 May
Independence Day	4 July
Labor Day	2 September
Columbus Day	14 October
Veteran's Day	11 November
Thanksgiving Day	28 November
Christmas Day	25 December

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Purchase Division and Receiving Branch are as follows:

AREA	FROM	TO
Purchase Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	8:00 A.M. 12:30 P.M.	11:30 A.M. 2:00 P.M.



If you intend to visit the Purchase Division, it is advised that you call for an appointment at least 24 hours in advance.

**HQ G-2-0003 CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)****(a) Electronic Funds Transfer (EFT) Payment Requirements**

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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**IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)**

The following contacts are provided for this contract:

Contract Administrator:  
Phone Number: (301)744-

Payments/Invoicing:  
Phone Number: (301)744-

Technical Representative:  
Phone Number: (301)744-

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer  
\_\_\_\_\_ at (301) 744- .

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS MAY 1993

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply

### NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

- (a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTED TO COST	ESTIMATED	ALLOTED TO FEE PERIOD OF PERFORMANCE
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- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

**5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

**5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

**IHD 113 NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (IHD/NSWC)**

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

**IHD 114 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (IHD/NSWC)**

(a) The COR for this contract is:

**Name:** Joe McClure  
**Mailing Address:** Naval Surface Warfare Center, IH DIV  
**Code:** 655M **Telephone No.:** 301-744-4628 x276

(b) The COR ALTERNATE for this contract is:

Name:

Mailing Address:

Code: Telephone No.:

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or task order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a task order, until the ordering officer has issued a modification to the task order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

#### **IHD 1 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) NAVSEA/IHD (JAN 2001)**

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

Name Phone E-mail Address (optional)

**SECTION I - CONTRACT CLAUSES**

<b>252.201-7000</b>	<b>Contracting Officers Representative.</b>	<b>DEC 1991</b>
<b>52.202-1</b>	<b>Definitions.</b>	<b>DEC 2001</b>
<b>52.203-3</b>	<b>Gratuities.</b>	<b>APR 1984</b>
<b>52.203-5</b>	<b>Covenant Against Contingent Fees.</b>	<b>APR 1984</b>
<b>52.203-6</b>	<b>Restrictions on Subcontractor Sales to the Government.</b>	<b>JUL 1995</b>
<b>52.203-7</b>	<b>Anti-Kickback Procedures.</b>	<b>JAN 1997</b>
<b>52.203-8</b>	<b>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.</b>	<b>JAN 1997</b>
<b>52.203-10</b>	<b>Price or Fee Adjustment for Illegal or Improper Activity.</b>	<b>JAN 1997</b>
<b>52.203-12</b>	<b>Limitation on Payments to Influence Certain Federal Transactions.</b>	<b>JUN 1997</b>
<b>52.204-2</b>	<b>Security Requirements.</b>	<b>AUG 1996</b>
<b>52.204-4</b>	<b>Printing/Copying Double-Sided on Recycled Paper.</b>	<b>Aug 2000</b>
<b>252.203-7001</b>	<b>Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies</b>	<b>MAR 1999</b>
<b>252.203-7002</b>	<b>Display of DOD Hotline Poster</b>	<b>DEC 1991</b>
<b>252.204-7000</b>	<b>Disclosure of Information.</b>	<b>DEC 1991</b>
<b>252.204-7002</b>	<b>Payment for Subline Items Not Separately Priced.</b>	<b>DEC 1991</b>
<b>252.204-7003</b>	<b>Control of Government Personnel Work Product.</b>	<b>APR 1992</b>
<b>252.204-7004</b>	<b>Required Central Contractor Registration.</b>	<b>NOV 2001</b>
<b>252.205-7000</b>	<b>Provision of Information to Cooperative Agreement Holders.</b>	<b>DEC 1991</b>
<b>52.208-9</b>	<b>Contractor use of mandatory sources of supply</b>	<b>FEB 2002</b>
<b>52.209-6</b>	<b>Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.</b>	<b>JUL 1995</b>
<b>252.209-7000</b>	<b>Acquisition From Subcontractors Subject to Onsite Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty.</b>	<b>NOV 1995</b>
<b>252.209-7001</b>	<b>Disclosure of Ownership or Control by the Government of a Terrorist Country.</b>	<b>MAR 1998</b>
<b>252.209-7004</b>	<b>Subcontracting with Firms That are Owned or Controlled by the Government of a Terrorist Country</b>	<b>MAR 1998</b>
<b>52.211-15</b>	<b>Defense Priority and Allocation Requirements.</b>	<b>SEP 1990</b>
<b>52.215-2</b>	<b>Audit and Records - Negotiation.</b>	<b>JUN 1999</b>
<b>52.215-8</b>	<b>Order of Precedence - Uniform Contract Format.</b>	<b>OCT 1997</b>
<b>52.215-11</b>	<b>Price Reduction For Defective Cost or Pricing Data</b>	<b>OCT 1997</b>
<b>52.215-13</b>	<b>Subcontractor Cost or Pricing Data-Modifications</b>	<b>OCT 1995</b>
<b>52.215-14</b>	<b>Integrity of Unit Prices</b>	<b>OCT 1997</b>
<b>52.215-21</b>	<b>Requirements for Cost or Pricing Data or Information</b>	

	<b>Other than Cost or Pricing Data- Modifications</b>	<b>OCT 1997</b>
<b>52.216-7</b>	<b>Allowable Cost and Payment.</b>	<b>MAR 2000</b>
<b>52.216-8</b>	<b>Fixed Fee.</b>	<b>MAR 1997</b>

**52.216-18 ORDERING. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **DATE OF CONTRACT AWARD THROUGH ONE YEAR THEREAFTER UNLESS EXTENDED IN ACCORDANCE WITH THE OPTION PROVISIONS OF THE CONTRACT.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000.00** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **the total value of the contract** ;

(2) Any order for a combination of items in excess of **the total value of the contract** ; or

(3) A series of orders from the same ordering office within **period of the contract** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the

number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **120 days after the expiration date of the contract**.

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **365 days after the effective date of the contract or within 365 days after exercising a previous option**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not **exceed 60 months**.

52.219-6	Notice of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns.	OCT 2000
52.219-14	Limitations on Subcontracting.	DEC 1996
52.222-2	PAYMENTOR OVERTIME PREMIUMS.	JUL 1990
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation	SEP 2000
52.222-21	Prohibition of Separated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act of 1965, as Amended.	MAY 1989
52.222-47	Service Contract Act (SCA), Minimum Wages and And Fringe Benefits	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information.	APR 1998
52.223-6	Drug-Free Workplace.	MAY 2001
52.225-13	Restrictions of Certain Foreign Purchases	JUN 2003
252.223-7004	Drug-Free Work Force.	SEP 1988
252.223-7006	Prohibition on storage and disposal of toxic and hazardous materials.	APR 1993
252.225-7012	Preference for Certain Domestic Commodities.	FEB 2003
252.225.7017	Prohibition Award to Companies Owned By The People's Republic of China	FEB 2000
252.225-7026	Reporting of contract performance outside the United States.	JUN 2000
252.225-7031	Secondary Arab Boycott of Israel	JUN 1992
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

52.227-1	Authorization and Consent.	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 1996
52.227-11	Patent Rights-Retention by the Contractor	JUN 1997
52.227-14	Rights in Data –General.	JUN 1987
52.227-18	Rights in Data-Existing Works	JUN 1987
252.227-7013	Rights in Technical Data-- Noncommercial Items.	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in bid or proposal information.	JUN 1995
252.227-7019	Validation of Asserted Restrictions Computer Software.	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends.	JUN 1995
252.227-7030	Technical Data - Withholding of Payment.	MAR 2000
252.227-7034	Patents-Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity.	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data.	SEP 1999
252.227-7039	Patents—Reporting of Subject Inventions	APR 1990
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds.	APR 1984
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	Feb 2002
52.232-33	Payment by Electronic Funds Transfer Central Contractor Registration .	MAY 1999
252.232-7003	Electronic Submission of Payment Request	MAR 2003
52.233-1	Disputes.	JUL 2002
52.233-1	Disputes. (OCT 1995) -- Alternate I	JUL 2002
52.233-3	Protest after Award.	AUG 1996
	-- ALTERNATE I	JUN 1985
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	JAN 1991
52.237-3	Continuity of Services.	JAN 1991
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.239-1	Privacy or Security Safeguards.	AUG 1996
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	Bankruptcy.	JUL 1995
52.243-2	Changes - Cost-Reimbursement. ALT I	AUG 1987
52.243-7	Notification of Changes	APR 1984
252.243-7002	Requests for Equitable Adjustments	MAR 1998
52.244-6	Subcontracts for Commercial Items	APR 2003

#### **52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION



Employee Class Monetary Wage-Fringe Benefits

## **SEE SECTION J**

(End of clause)

### **52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)**

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

<b>52.244-5</b>	<b>COMPETITION IN SUBCONTRACTING</b>	<b>DEC 1996</b>
<b>52.245-5</b>	<b>Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).</b>	<b>JUN 2003</b>
<b>252.245-7001</b>	<b>Reports of Government Property.</b>	<b>MAY 1994</b>
<b>52.246-24</b>	<b>Limitation of Liability</b>	<b>FEB 1997</b>
<b>52.246-25</b>	<b>Limitation of Liability--Services.</b>	<b>FEB 1997</b>
<b>52.247-63</b>	<b>Preference for U.S. Flag Air Carriers.</b>	<b>JAN 1997</b>
<b>252.246-7000</b>	<b>Material Inspection and Receiving Report</b>	<b>MAR 2003</b>
<b>252.246-7001</b>	<b>Warranty of Data.</b>	<b>DEC 1991</b>
<b>252.247-7023</b>	<b>Transportation of Supplies by Sea.</b>	<b>MAY 2002</b>
<b>252.247-7024</b>	<b>Notification of Transportation of Supplies by Sea.</b>	<b>MAR 2000</b>
<b>52.248-1</b>	<b>Value Engineering.</b>	<b>MAR 1989</b>
<b>52.249-6</b>	<b>Termination (Cost-Reimbursement).</b>	<b>SEP 1996</b>
<b>52.249-14</b>	<b>Excusable Delays.</b>	<b>APR 1984</b>
<b>52.251-1</b>	<b>Government Supply Sources</b>	<b>APR 1984</b>
<b>52.253-1</b>	<b>Computer Generated Forms.</b>	<b>JAN 1991</b>

### **52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

### **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any \_\_\_\_\_ (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

### **252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)**

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address

**SECTION J - LIST OF ATTACHMENTS**

**ATTACHMENT (1) Personnel Matrix**

**ATTACHMENT (2) Past Performance Matrix**

**ATTACHMENT (3) Performance Questionnaire**

**ATTACHMENT (4) Wage Determination**

**ATTACHMENT (5) Contract Administration Plan**

**ATTACHMENT (6) Example Excel Spread Sheet (THIS IS AT THE END OF THE SOLICITATION)**

**ATTACHMENT (7) DD Form 1423's Contract Data Requirement List (THIS WILL BE MAILED ON REQUEST)**

**ATTACHMENT (8) DD 1664's (THIS WILL BE MAILED ON REQUEST)**

**ATTACHMENT (9) DD 254's (THIS WILL BE MAILED ON REQUEST)**

**(Attachment 1)**

Past Performance Matrix

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Proposed Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

References column should include government activity/ company name, address, POC and telephone number.

**PAST PERFORMANCE QUESTIONNAIRE****FOR SOLICITATION NUMBER N00174-03-R-0058**

Offeror's Name: \_\_\_\_\_

\*\*\*\*\*

Name of agency/activity completing questionnaire: \_\_\_\_\_

Name and title of the person completing questionnaire: \_\_\_\_\_

Length of time your agency/activity has been involved with the Offeror: \_\_\_\_\_

**SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY 20 January 2004****TO:*****Naval Surface Warfare Center*****101 Strauss Avenue, Bldg. 1558****Indian Head, MD 20640-5035****Attn: Kay Proctor, *Contract Specialist, Code 1141W*****e-mail address: *proctorkv@ih.navy.mil***

\*\*\*\*\*

**RATING SCALE**

Please use the following ratings to answer the questions.

**EVALUATION CRITERIA****Excellent** - The Offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.**Good** - The Offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the Offeror again.**Average** - The Offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the Offeror again.**Poor** - The Offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the Offeror again under any circumstances.**Neutral** - Offerors lacking relevant past performance history will receive a neutral rating for past performance.**Attachment (3)**

[illegible]

## CUSTOMER SATISFACTION

The referenced contractor was responsive to the customer's needs.

The contractor's personnel were qualified to meet the requirements.

The contractor's ability to accurately estimate cost.

## TIMELINESS

The contractor's ability to ensure, to the extent of its responsibility, that all tasks were completed within the requested time frame.

## TECHNICAL SUCCESS

The contractor had a clear understanding of the tasks detailed in the SOW and/or delivery orders.

The contractor's ability to complete tasks correctly the first time.

The contractor's ability to resolve problems.

## PROGRAM MANAGEMENT

Did the contractor successfully manage its subcontractors?

Was the contractor's management effective in controlling cost, schedule and performance requirements?

## QUALITY

The contractor's quality and reliability of services delivered.

**PLEASE PROVIDE SUBJECTIVE RESPONSES FOR THE FOLLOWING:**

1. Would you recommend this contractor for similar Government contracts? Please explain:
2. Have you experienced special or unique problems with the referenced contractor that the Government should be aware of in making our decision?

WAGE DETERMINATION NO: 94-2103 REV (24) AREA: DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (24) AREA: DC,DISTRICT-WIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2103

William W.Gross Division of | Revision No.: 24

Director Wage Determinations| Date Of Last Revision: 05/31/2001

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George,

Loudoun, Prince William, Stafford

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	14.63
Dispatcher, Motor Vehicle	14.63
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	14.65
General Clerk I	10.62
General Clerk II	12.47
General Clerk III	13.93
General Clerk IV	17.04
Housing Referral Assistant	17.82
Key Entry Operator I	10.40
Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	13.40
Order Clerk II	14.81
Personnel Assistant (Employment) I	13.05
Personnel Assistant (Employment) II	14.24
Personnel Assistant (Employment) III	16.42
Personnel Assistant (Employment) IV	19.60
Production Control Clerk	17.03
Rental Clerk	14.02
Scheduler, Maintenance	14.02



Secretary I	14.02
Secretary II	15.35
Secretary III	17.82
Secretary IV	19.57
Secretary V	22.79
Service Order Dispatcher	12.76
Stenographer I	14.68
Stenographer II	16.47
Supply Technician	19.57
Survey Worker (Interviewer)	14.63
Switchboard Operator-Receptionist	10.96
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	10.57
Travel Clerk II	11.35
Travel Clerk III	12.19
Word Processor I	10.96
Word Processor II	13.21
Word Processor III	15.47
Automatic Data Processing Occupations	
Computer Data Librarian	11.34
Computer Operator I	12.18
Computer Operator II	14.35
Computer Operator III	17.03
Computer Operator IV	17.34
Computer Operator V	21.01
Computer Programmer I (1)	19.64
Computer Programmer II (1)	23.05
Computer Programmer III (1)	26.99
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	24.54
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.21
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	20.10
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Servicer	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	16.01
Motor Vehicle Upholstery Worker	17.03
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.43
Transmission Repair Specialist	19.03
Food Preparation and Service Occupations	
Baker	11.87
Cook I	10.41
Cook II	11.87

Dishwasher	8.60
Food Service Worker	9.01
Meat Cutter	15.30
Waiter/Waitress	8.17
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.05
Furniture Handler	12.55
Furniture Refinisher	18.05
Furniture Refinisher Helper	13.85
Furniture Repairer, Minor	16.01
Upholsterer	18.05
General Services and Support Occupations	
Cleaner, Vehicles	9.44
Elevator Operator	9.15
Gardener	12.98
House Keeping Aid I	8.79
House Keeping Aid II	9.04
Janitor	9.01
Laborer, Grounds Maintenance	10.19
Maid or Houseman	8.71
Pest Controller	11.85
Refuse Collector	9.89
Tractor Operator	12.73
Window Cleaner	9.82
Health Occupations	
Dental Assistant	13.82
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
Licensed Practical Nurse I	14.11
Licensed Practical Nurse II	15.84
Licensed Practical Nurse III	17.73
Medical Assistant	11.76
Medical Laboratory Technician	12.66
Medical Record Clerk	12.56
Medical Record Technician	13.15
Nursing Assistant I	7.69
Nursing Assistant II	8.65
Nursing Assistant III	10.85
Nursing Assistant IV	12.18
Pharmacy Technician	11.84
Phlebotomist	10.19
Registered Nurse I	20.49
Registered Nurse II	22.80
Registered Nurse II, Specialist	22.80
Registered Nurse III	29.44
Registered Nurse III, Anesthetist	29.44
Registered Nurse IV	35.28
Information and Arts Occupations	
Audiovisual Librarian	18.95
Exhibits Specialist I	16.38
Exhibits Specialist II	20.48
Exhibits Specialist III	25.21
Illustrator I	16.21
Illustrator II	20.27
Illustrator III	24.95

Librarian	22.33
Library Technician	15.03
Photographer I	13.93
Photographer II	15.64
Photographer III	19.56
Photographer IV	24.08
Photographer V	26.50
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.97
Counter Attendant	7.97
Dry Cleaner	8.94
Finisher, Flatwork, Machine	7.97
Presser, Hand	7.97
Presser, Machine, Drycleaning	7.97
Presser, Machine, Shirts	7.97
Presser, Machine, Wearing Apparel, Laundry	7.97
Sewing Machine Operator	9.66
Tailor	11.67
Washer, Machine	8.74
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.05
Tool and Die Maker	21.95
Material Handling and Packing Occupations	
Forklift Operator	14.58
Fuel Distribution System Operator	17.62
Material Coordinator	16.82
Material Expediter	16.82
Material Handling Laborer	10.45
Order Filler	13.21
Production Line Worker (Food Processing)	11.64
Shipping Packer	12.21
Shipping/Receiving Clerk	13.09
Stock Clerk (Shelf Stocker; Store Worker II)	12.32
Store Worker I	8.71
Tools and Parts Attendant	16.99
Warehouse Specialist	15.01
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.95
Aircraft Mechanic Helper	14.51
Aircraft Quality Control Inspector	21.01
Aircraft Servicer	16.78
Aircraft Worker	17.84
Appliance Mechanic	18.05
Bicycle Repairer	14.43
Cable Splicer	19.03
Carpenter, Maintenance	18.05
Carpet Layer	17.44
Electrician, Maintenance	21.14
Electronics Technician, Maintenance I	16.08
Electronics Technician, Maintenance II	20.88
Electronics Technician, Maintenance III	22.73
Fabric Worker	15.76
Fire Alarm System Mechanic	19.03
Fire Extinguisher Repairer	14.94

Fuel Distribution System Mechanic	19.03
General Maintenance Worker	16.46
Heating, Refrigeration and Air Conditioning Mechanic	19.03
Heavy Equipment Mechanic	19.03
Heavy Equipment Operator	19.31
Instrument Mechanic	19.03
Laborer	10.13
Locksmith	18.05
Machinery Maintenance Mechanic	20.51
Machinist, Maintenance	21.52
Maintenance Trades Helper	13.85
Millwright	19.03
Office Appliance Repairer	18.05
Painter, Aircraft	20.76
Painter, Maintenance	18.05
Pipefitter, Maintenance	18.39
Plumber, Maintenance	18.05
Pneudraulic Systems Mechanic	19.03
Rigger	19.03
Scale Mechanic	17.03
Sheet-Metal Worker, Maintenance	19.03
Small Engine Mechanic	20.05
Telecommunication Mechanic I	19.03
Telecommunication Mechanic II	20.05
Telephone Lineman	19.03
Welder, Combination, Maintenance	19.03
Well Driller	19.03
Woodcraft Worker	19.03
Woodworker	15.32
Miscellaneous Occupations	
Animal Caretaker	8.92
Carnival Equipment Operator	11.11
Carnival Equipment Repair	11.97
Carnival Worker	7.48
Cashier	7.75
Desk Clerk	9.78
Embalmer	19.04
Lifeguard	9.23
Mortician	21.63
Park Attendant (Aide)	11.59
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03
Recreation Specialist	15.94
Recycling Worker	12.78
Sales Clerk	9.13
School Crossing Guard (Crosswalk Attendant)	9.89
Sport Official	10.22
Survey Party Chief (Chief of Party)	13.56
Surveying Aide	8.43
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.89
Swimming Pool Operator	12.01
Vending Machine Attendant	9.79
Vending Machine Repairer	12.04
Vending Machine Repairer Helper	9.79
Personal Needs Occupations	

Child Care Attendant	10.34
Child Care Center Clerk	14.42
Chore Aid	7.93
Homemaker	14.95
Plant and System Operation Occupations	
Boiler Tender	19.65
Sewage Plant Operator	18.05
Stationary Engineer	19.03
Ventilation Equipment Tender	13.85
Water Treatment Plant Operator	18.05
Protective Service Occupations	
Alarm Monitor	14.07
Corrections Officer	17.69
Court Security Officer	18.29
Detention Officer	18.29
Firefighter	18.84
Guard I	9.23
Guard II	12.16
Police Officer	20.49
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.46
Hatch Tender	14.31
Line Handler	14.31
Stevedore I	15.47
Stevedore II	17.45
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.64
Air Traffic Control Specialist, Station (2)	19.06
Air Traffic Control Specialist, Terminal (2)	20.99
Archeological Technician I	14.11
Archeological Technician II	15.78
Archeological Technician III	19.56
Cartographic Technician	22.73
Civil Engineering Technician	19.56
Computer Based Training (CBT) Specialist/ Instructor	21.76
Drafter I	11.84
Drafter II	14.82
Drafter III	16.64
Drafter IV	20.81
Engineering Technician I	14.49
Engineering Technician II	16.82
Engineering Technician III	20.22
Engineering Technician IV	23.20
Engineering Technician V	28.37
Engineering Technician VI	34.33
Environmental Technician	18.91
Flight Simulator/Instructor (Pilot)	27.76
Graphic Artist	18.56
Instructor	21.90
Laboratory Technician	15.13
Mathematical Technician	21.91
Paralegal/Legal Assistant I	16.71
Paralegal/Legal Assistant II	21.31
Paralegal/Legal Assistant III	26.07

Paralegal/Legal Assistant IV	31.54
Photooptics Technician	21.06
Technical Writer	22.89
Unexploded (UXO) Safety Escort	17.56
Unexploded (UXO) Sweep Personnel	17.56
Unexploded Ordnance (UXO) Technician I	17.56
Unexploded Ordnance (UXO) Technician II	21.25
Unexploded Ordnance (UXO) Technician III	25.47
Weather Observer, Combined Upper Air and Surface Programs (3)	15.13
Weather Observer, Senior (3)	17.62
Weather Observer, Upper Air (3)	15.13
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.72
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.01
Truckdriver, Heavy Truck	17.52
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	14.97
Truckdriver, Tractor-Trailer	17.52

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will

accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444  
(SF 1444)}

Conformance Process:

**ATTACHMENT (4)**



FOR COST REIMBURSEMENT TERM COMPLETION/INDEFINITE  
DELIVERY, INDEFINITE QUANTITY CONTRACT

CONTRACT ADMINISTRATION PLAN  
CONTRACT NO. N00174

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
  - a. All pre-award information, questions, data, or Freedom of Information inquiries.
  - b. Post award conference
  - c. All post-award changes or interpretations regarding the scope terms, or conditions of the basic contract and/or task orders (unless technical clarifications/questions can be resolved by the COR).
  - d. Request, obtain, and evaluate proposals for task orders to be issued.
  - e. Negotiate/determine the price/estimated cost of the order is fair and reasonable for the effort proposed (may require COR assistance)
  - f. Issue order and obligate funds
  - g. Authorize overtime (only if provided for in contract)
  - h. Authorize performance to begin (includes emergencies)
  - i. Maintains oversight to assure that funds and contract scope are not exceeded.

- j. Monitoring the COR
  - k. Meet at least quarterly with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending on the circumstances.
  - l. Perform all Contracting Officer functions not delegated to CAO.
2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.
3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract/task order prior to final payment to the contractor.
4. PAYING OFFICE is responsible for payment of proper invoices after acceptance (constructive or actual) or approved provisional payment.
5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
- a. Controlling all government technical interface with the contractor and providing technical advice and clarifications on the statement of work.
  - b. Providing copies of all government/contractor technical correspondence to the PCO.
  - c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor)
  - d. Promptly reviewing the COR copy of the contractor's invoice (public voucher). This includes monitoring of the direct cost of labor, material, travel, etc. to assure invoice is consistent with the task order and the progress made to date and that the charges appear proper. If the COR disagrees with any of the costs in the invoice, he/she will immediately notify DCAA via letter to DFAS (with a copy to the PCO) so they can include these areas in their final audit.
  - e. Monitoring (a) the types of labor categories and number of hours ordered, and (b) that which is actually performed, to assure that neither result in the use of a predominance of the higher cost labor categories, unless actually required. Maintaining a log, by task order, of the hours ordered, and the hours performed (received and accepted), the value of the task order as issued, and the amount invoiced and approved. (Provide log with annual report).

- f. Quality assurance, inspection and acceptance of services and deliverable data.
- g. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations to the PCO for corrective action.
- h. Meeting at least quarterly with the PCO to review contract performance. This may be satisfied telephonically, depending upon the circumstance.
- i. Statement of Work (SOW) for task orders. The SOW for a task order should be prepared by Navy personnel other than the COR who is responsible for acceptance of services and certification of invoices. In this instance, the COR is responsible for final review and submission of the SOW on DD 1423; otherwise, the COR is responsible for preparing the SOW.
- j. Preparing INDEPENDENT government estimate prior to submitting RCP to PCO to request task order. Assist PCO in negotiations if requested. The estimate must be in detail and must include specific breakdown of hours, travel (with estimates and destinations), material (items and costs), other (as applicable).
- k. Maintaining a COR file of all correspondence with the PCO and contractor and copies of all invoices.
- l. If the task order is incrementally funded, the COR shall provide funding, as necessary, to assure required continuity of services.

- m. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19 "Service Contract Restriction and Safeguards", NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and the Contracting Officer's COR Appointment Letter.
- n. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance including cost performance including cost effectiveness, quality and timeliness of contractor performance (and shall include task order log).
- o. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.
- p. Contract Performance Assessment System (CPARS).
  - ( ) This contract WILL be registered in the CPARS database by the Contracts Division with the assistance of the COR. As stated in the COR appointment letter the COR is responsible for updating the CPARS database.
  - ( ) CPARS does NOT apply to this contract.

NAMES/ADDRESSES/CODES/TELEPHONE NUMBER OF COGNIZANT INDIVIDUAL/OFFICE

COR Joe McClure 655M (301) 744-6248 x276

Name	Code	Telephone
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PCO (refer to Contracting Officer who signed contract documents)

Code	Telephone
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DCAA (refer to the invoice clause of the contract, Section G)

PAYING OFFICE (refer to page one of contract document)

CAO (refer to page one of contract document)

**Attachment (5)**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. APR 1991**

**52.222-38 Compliance with Veteran's Employment Reporting Requirements DEC 2001**

**52.204-3 Taxpayer Identification. (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C 7701 (c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, government;

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

#### **52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)**

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

#### **52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

## **252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

- (ii) Holding a management position in the firm, such as a director or officer;
  - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
  - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
  - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

- (c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

**252.209-7002 Disclosure of ownership or control by a foreign government. (SEP 1994)**

- (a) "Definitions."

As used in this provision --

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election, appointment, or tenure of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.



(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) "Prohibited on award."

No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) "Disclosure".

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code  
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
---	--

#### **52.215-6 Place of Performance. (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_ intends, \_\_\_ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE

NAME AND ADDRESS OF OWNER

(STREET ADDRESS, CITY,  
STATE, COUNTY, ZIP CODE  
OFFEROR OR RESPONDENT

AND OPERATOR OF THE PLANT  
OR FACILITY IF OTHER THAN

\_\_\_\_\_  
\_\_\_\_\_

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541710**.

(2) The small business size standard is **1000 employees**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

( ) Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

**52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)**

The offeror represents that -

- (a) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It \_\_\_ has, \_\_\_ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**52.222-25 Affirmative Action Compliance. (APR 1984)**

The offeror represents that -

- (a) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

**52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

( ) None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

( ) Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

(End of provision)

**252.247-7022 Representation of Extent of Transportation by Sea. (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) "Representation." The Offeror represents that it --

\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS****52.204-6 Contractor Identification Number - Data Universal Numbering System (DUNS) Number. DEC 1996****252.204-7001 Commercial and Government Entity (CAGE) Code Reporting. (DEC 1991)**

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

**52.211-14 Notice of Priority Rating for National Defense Use. (SEP 1990)**

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box.)

<b>52.215-1</b>	<b>Instructions To Offerors—Competitive Acquisition</b>	<b>MAY 2001</b>
<b>52.215-16</b>	<b>Facilities Capital Cost of Money</b>	<b>OCT 1997</b>

**52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

**52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a **COST PLUS FIXED FEE, IDIQ, COMPLETION SERVICE TYPE** contract resulting from this solicitation.

<b>52.222-24</b>	<b>Preaward On-Site Equal Opportunity Compliance Evaluation</b>	<b>FEB 1999</b>
<b>52.222-46</b>	<b>EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES.</b>	<b>FEB 1993</b>

**252.227-7017 Identification and assertion of use, release, or disclosure restrictions. JUN 1995**

**52.233-2 Service of Protest. (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**SUPPLY DEPARTMENT  
PENNY S. KENNEDY CODE 1141  
NAVAL SURFACE WARFARE CENTER, INDIAN HEAD DIVISION  
INDIAN HEAD MD 20640-5035**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):



[www.arnet.gov/far/](http://www.arnet.gov/far/)

**HQ L-2-0004 - MAKE-OR-BUY PROGRAM (NAVSEA) (SEP 1990)**

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, sub-systems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort which will be obtained elsewhere by subcontract.

(b) Requirements of Make-or-Buy Program under this Solicitation. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) \$1,000,000, whichever is less.

(c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as "must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. Offeror shall include in its proposed make-or-buy program:

- (1) A description of each major item or work effort.
- (2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".
- (3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy".
- (4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.
- (5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.
- (6) Identification of proposed subcontractors, if known, and their location and size status.
- (7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.
- (8) Any other information the Contracting Officer requires in order to evaluate the program.

**HQ L-2-0003 FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)**

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the SECRET level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

**HQ L-2-0010 SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide copies of executed SPI modifications to document that the previously approved SPI have been implemented by the Contract Administration Office on past or existing contracts.

**IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)****THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:**

**GENERAL INFORMATION:** Each Offeror must submit an offer/proposal and other written information in strict accordance with these instructions. Therefore, the Government encourages Offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions. This procurement is being conducted on a best value basis utilizing the tradeoff process. The Government intends to award a single contract as a result of this solicitation.

The Offeror shall submit the following information. Failure to do so will render an offer ineligible for award.

1. Two (2) completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B and acceptance via signature of all amendments
2. Four (4) copies of the technical proposal, Volume I.
3. Four (4) copies of Section K completed by the Offeror, Volume I
4. One (1) copy of the past performance information, Volume II.
5. Two (2) copies of the cost/price proposal, Volume III.

**OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS:** (Listed in order of importance) Information shall be submitted in three separate volumes or folders as detailed below.

**Volume I: Technical Proposal**

1. Technical Knowledge and Capability
2. Experience
3. Personnel

**Volume II: Past Performance Information**

Past Performance

As Set Forth Herein

**NOTE:** Past Performance is equal in value to factors 1 through 3 combined.

**Volume III: Cost/Price Proposal**

Cost/Price

Not Scored

**VOLUME I: Technical Proposal-** Shall address Factors as detailed below, which are listed in descending order of importance. Not to exceed 50 single sided pages, not less than 10 pitch (Times New Roman or similar). The Technical Proposal shall not contain any hyperlinks or other electronically imbedded links or cost/price information.

**1.0 Technical Knowledge and Capability**

Using the requirements of the Statement of Work, the Offeror shall describe their technical knowledge and capability to provide research and concept development support for Joint Force programs listed below, which are of equal importance:

- 1) Strike
- 2) Expeditionary Warfare
- 3) Air Defense/Theater Ballistic Missile Defense (TBMD)
- 4) Command and Control Warfare
- 5) Logistics including Asset visibility/Asset Management
- 6) Manpower and Infrastructure architecture

**2.0 Experience**

Using the requirements of the Statement of Work, provide a description of the research and concept development support services that your company has done in the past or is currently performing. Specifically address your experience with the following areas, which are of equal importance:

1. Experience in Concept of Operations (ConOps) support as defined in SOW paragraph 3.1
2. Experience in Operational Requirements Documents (ORDs) support as defined in SOW paragraph 3.2
3. Experience in Concept Design Documents (CDDs) support as defined in SOW paragraph 3.3
4. Experience in Mission Needs Statements (MNSs) support as defined in SOW paragraph 3.4
5. Experience in Programming and Budgeting System (PPBS) Training and Technical support as defined in SOW paragraph 3.5
6. Experience in research and analysis support as defined in SOW paragraph 3.6
7. Experience in program management and acquisition strategy support as defined in SOW paragraph 3.7

### 3.0 Personnel

The Offeror shall demonstrate to what extent ALL of the proposed personnel meet the qualifications of their respective labor category referenced in Section C of the RFP by submitting current information about their work experience, education and whether the person is presently employed with the Offeror, currently employed by a proposed subcontractor, or proposed under letters of intent. All letters of intent shall be provided with the personnel matrix. **Do not include salary information.** The Offeror shall provide this information on the *Personnel Resource Matrix (Attachment 1)* for **each** person proposed for all of the “key” and non-key labor categories specified in Section C.

In addition, the Offeror shall submit a Key Personnel Summary for each “key” labor category identified in Section C. The Key Personnel Summary shall describe the specific experience and specialized qualifications of only the proposed individuals in a “key” labor category. The Key Personnel Summary shall not exceed five (5) pages in total and shall provide historical data (work opportunities, assignments, etc.) that demonstrate specific experience and specialized qualifications of each person proposed as “key”. The Key Personnel Summary shall NOT: (1) parrot the Personnel Qualifications listed in Section C, (2) include non-key labor categories, or (3) resemble a resume.

The Government will give greater weight to key personnel who are currently employed with the prime versus key personnel who are proposed under a letter of intent.

- 1) The greatest weight shall be given when a majority of the key personnel are currently employed with the prime contractor.
- 2) Greater weight shall be given when a majority of the key personnel are currently employed with proposed subcontractors.
- 3) Lesser weight shall be given when a majority of the key personnel are currently proposed under letters of intent.

**In support of the Personnel Resource Matrix, the Offeror shall provide a staffing plan (5 page limitation) that graphically depicts the Offeror’s organization and reporting relationships and details the number of personnel that will be provided to accomplish the tasks stated and implied by this statement of work.**

### VOLUME II Past Performance

Past Performance is a measure of the degree to which an Offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complied with federal, state, local laws and regulations. The Offeror shall provide a list of references using the *Past Performance Matrix, (Attachment 2)*, who will be able to provide information regarding the Offerors past performance during the past three (3) years regarding; (1) customer satisfaction; (2) timeliness; (3) technical success; (4) program management; (5) and quality.

The Offeror will submit the *Past Performance Questionnaire (Attachment 3)* to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. The Offeror shall instruct the references to complete Past Performance Questionnaire and return it directly to:

Naval Surface Warfare Center  
101 Strauss Ave, Bldg. 1558  
Indian Head, MD 20640-5035  
Attn: Kay Proctor, Code 1141W

The Offerors selected references must be listed on the Past Performance Matrix. Failure of the references to submit Past Performance Questionnaire to the contract specialist by the Closing Date of the Solicitation may result in inability of the Government to rank the Offerors past performance.

NOTE: PAST PERFORMANCE INFORMATIONAL & QUESTIONNAIRE SHEETS ARE ATTACHMENTS TO THE SOLICITATION, AS LISTED IN SECTION J.

VOLUME III Cost/Price- (Shall contain only the cost/price information)

There is no limitation on number of pages, page format, or print size for the cost proposal.

The Offeror shall prepare the cost proposal in accordance with the following organization, content and format requirements to assist the Government in making a complete and thorough evaluation. An original and one copy of each prime and subcontractor, if applicable, cost proposal shall be submitted to the Procuring Contracting Officer for evaluation. Only one copy of Microsoft Excel 5.0, 3.5" disk(s) with the Offeror's and subcontractor's cost proposal need be submitted. Only Microsoft Excel is acceptable (**Office 97 preferably--any later version of Microsoft Excel is NOT ACCEPTABLE**).

**The Offeror shall take precautions to the maximum practical extent to ensure that the disk submitted contains no computer viruses.**

**Furnish all cost proposal information in the order listed. This requirement also applies to any proposed subcontractor(s).**

- (a) Assumptions made in preparing the cost proposal. Any qualifications to any requirement of the cost proposal preparation process. Any inconsistency, whether real or apparent, between promised performance and cost shall be explained.
- (b) ONE COPY OF YOUR COST PROPOSAL SHALL BE SENT TO YOUR COGNIZANT DCAA CONCURRENT WITH THE SUBMISSION TO THE PROCURING CONTRACTING OFFICER. YOUR PROPOSED SUBCONTRACTORS, IF ANY, SHALL BE INSTRUCTED TO DO THE SAME. Provide confirmation and date that copies of this cost proposal were submitted to DCAA, along with a telephone number and point of contact.
- (c) List of subcontractors that are submitting cost information independently.
- (d) Briefly describe information concerning the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statement.
- (e) If you are currently being audited, or have been audited by Defense Contract Audit Agency (DCAA) within the past twelve months, it is requested that the name, phone number and location of the assigned DCAA office be furnished with your proposal along with the audit number.

- (f) State the source and date of acceptance of adequacy of the Offeror's accounting system.
  - (g) If the Offeror has an approved Purchasing System, provide the source and date of latest review. If the Offeror does not have an approved Purchasing System, state what processes are used for purchases of such items as materials, travel, and training.
  - (h) State whether direct labor rates are subject to a Forward Pricing Rate Agreement (FPRA) with the Government. If so, the Offeror shall attach a copy of the FPRA as Attachment (1) to the Volume III - Cost Proposal.
  - (i) If the Offeror is aware of differences between DCAA recommended rates and those rates proposed, the Offeror shall identify the specific rates and explain the differences. This includes labor rates, indirect rates, material burdens, and G&A rates.
  - (j) State the escalation rate use for each year and the basis for this particular rate. Escalation shall not be applied to labor categories listed on the Department of Labor (DOL) Wage Determination.
  - (k) The cost proposal must furnish an explanation of the Offerors "company policy" on the accumulation of costs for vacations, sick leave, holidays, and other compensated leave or time off.
  - (l) Describe how the Offeror treats, for accounting purposes, the costs of employee training and whether such training occurs during the normal work week or outside the normal work week. Also, the Offeror shall define how Government-sponsored training costs are kept separate from Offeror-training costs.
  - (m) It is recognized that some of the labor category titles used in the RFP may not exactly match the titles normally used in particular company operations. Accordingly, in order to permit a rapid comparison between the labor team proposed in response to this RFP and the Offerors actual labor mix, each proposal must provide the following:
    - (i) Direct labor rates related to the labor categories specified in the RFP.
    - (ii) A statement of the Offerors normally used nomenclature for each labor category included herein, together with a copy of the Offerors own position description for each labor category.
    - (iii) A statement of any other labor categories and related qualifications between any category established herein and the category normally used.
- A cross-reference matrix of labor category nomenclature must be provided.
- (n) If the Offeror is NOT proposing uncompensated overtime, so state. If the Offeror is proposing uncompensated overtime, 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997) applies.
  - (o) Define and explain the rationale for all burdens that will be applied to material. Explain how material rebates, incentives, or other inducements provided to the Offeror will be treated.
  - (p) Indicate any other proposed indirect rate(s) for each year and the base to which the rate is applied.
  - (q) Specify proposed General & Administrative (G&A) rate(s) for each year. Indicate the base to which the rate is applied.
  - (r) If an Offeror elects to claim facilities capital cost of money as an allowable cost, the Offeror must submit the calculation of the proposed amount on a DD Form 1861, Contract Facilities Capital Cost of Money, or computer

generated equivalent with the applicable cost of money base and rates displayed. Failure to complete all necessary information may result in delay in analysis and delay in contract award. In addition, the Offeror must provide the percentages for the Distribution of Facilities Capital Employed by land, buildings, and equipment. Current Department of the Treasury Rates is available at <http://www.publicdebt.treas.gov/opd/opdprmt2.htm>.

- (s) Provide an explanation of how your spreadsheet is constructed.
- (t) Each subcontractor must submit a statement indicating whether the release of pricing assistance data results to the Prime Offeror is allowed or prohibited. The Offerors are required to provide an assessment and determination that the cost proposed by any subcontractor is fair and reasonable (FAR 15.404-3).
- (u) Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. Current annual salary is required only if the employee is currently employed by the Offeror or subcontractor. If the employee is a contingency hire, the Offeror or subcontractor must include the agreed to annual salary of the prospective employee. The compensation plan for new employees may be estimated, but shall be consistent with the Offeror's overall proposal. See FAR Clause 52.222-46 "Evaluation of Compensation for Professional Employees (FEB 1993)" of Section M of this RFP.
- (v) Yearly Breakout: Each Offerors Cost Proposal shall be prepared based on the number of labor hours by labor category, travel, and material estimates set forth below under the heading "For Proposal Preparation Purposes Only" herein. Also, indicate how burden and G&A rates, and any other indirect rates are developed, by listing costs included in these indirect cost items.

The quantities of hours of labor for each labor category set forth under the heading "For Proposal Preparation Purposes Only" herein, are to be used by the Offeror for computing total labor costs and represent the Government's current best estimate of requirements. However, the Government can not guarantee either the estimated quantities of labor hours shown for individual labor categories or the total estimated labor hours for the entire period of contract performance (5 years).

All Offerors are to submit their cost proposal in accordance with the following instructions and sample/example contained in Attachment (4) hereto. All cost proposals are to be prepared using Microsoft Excel (Office 97 preferably--any later version of Microsoft Excel is NOT ACCEPTABLE).

Attachment (4) Excel spreadsheet is for an example only. The amounts shown in the sample spreadsheets are for illustration only. Do not propose these numbers.

THE PRIME OFFEROR SHALL SUBMIT ITS PROPOSAL ON WHITE BOND PAPER ONLY along with as many 3.5" high density disks (appropriately labeled as to content) as needed for the entire cost proposal (prime and subcontractor(s), if applicable). Only one set of 3.5" disks need be submitted. Each proposal, prime and subcontractor, is to be prepared in accordance with the following instruction and sample.

EACH PROPOSED SUBCONTRACTOR IS TO PREPARE A COST PROPOSAL SPREADSHEET IN THE SAME FORMAT AS PRESENTED HERE. If a proposed subcontractor does not want to disclose detailed pricing information to its prime Offeror, then the subcontractor shall submit complete cost proposal spreadsheets, as set forth in these instructions, directly to the contract specialist identified. However, the prime shall indicate in its proposal the subcontract costs as disclosed to the prime by the subcontractor. If a prime Offeror has a subcontractor(s), then each subcontractor(s) proposal shall be prepared and submitted on bond paper OTHER THAN WHITE, and the color selected per subcontractor shall be consistent throughout the cost proposal. In the narrative portion of the cost proposal, the prime Offeror shall identify each proposed subcontractor and the color associated with that subcontractor(s) proposal. When the subcontractor(s) submits its detailed cost proposal in accordance with this instruction, it shall submit its cost proposal on the same color paper that the prime has identified to the Government in its cost proposal narrative as being associated with that subcontractor.

Each spreadsheet is to have the following information:

Company Name  
 City, State, Zip  
 Solicitation Number  
 Work Site (Location)  
 Element/Category

Direct Labor - Each spreadsheet is to list by title, the labor categories that the Offeror intends to use for performance of the contract and number of labor hours proposed. Offerors shall use their labor category nomenclature for each category title and shall use the labor hours per category per year as set forth in this section under the heading "For Proposal Presentation Purposes Only". A formula shall be written that multiplies proposed labor hours by proposed labor rates, with the resultant amount indicated in the amount column. The appropriate total number of hours is provided under the heading "For Proposal Preparation Purposes Only". The sample provided lists all labor categories identified for performance of this contract. If additional lines are required, the Offeror is to adjust the sample spreadsheet accordingly. However, the Offeror is cautioned and reminded that any adjustments to an individual spreadsheet cost proposal, (i.e., addition/deletion of lines) needs to be reflected on all spreadsheets, as all spreadsheets shall be linked. A suggestion would be for the Offeror to develop a generic cost proposal spreadsheet that reflects ALL of the intended labor categories.

Composite rates are required for any labor category under each type of services category in which more than one individual is proposed. These composite rates should properly weight individual labor rates (included in the composite) based on calculated percentages of the effort to total effort. The proposal shall clearly demonstrate the individual elements from which the composite rate is developed. Prime Offerors and subcontractors can have their own composite rates.

The Offeror should also identify all labor categories subject to the Service Contract Act and identify what category on the Wage Determination applies to the Offeror's employees. The direct labor rate (unburdened) paid to each non-exempt employee should be listed next to the Offeror's labor category.

The cost proposal spreadsheets shall use the Offeror's labor category nomenclature.

Subtotal Direct Labor- A formula that adds all direct labor amounts shall be written with the resultant calculation indicated.

Labor Overhead - The Offeror is to indicate the base amount that is used to apply the labor overhead rate. If more than one labor overhead rate is proposed, or if Offeror has other indirect labor rate(s), i.e., separate fringe benefits rate(s), Offeror is to so indicate in the cost proposal spreadsheet, along with the base amount. A formula shall be written that multiplies the base amount(s) by the proposed labor overhead rate(s) and shall indicate the result in the amount column.

Subtotal Labor Overhead - A formula that adds all labor overhead amounts shall be written with the resultant calculation indicated.

Total - A formula shall be written that adds the subtotal amounts for direct and labor overhead with the resultant calculation indicated.

Total labor hours - A formula shall be written that adds all proposed direct labor hours proposed for performance of this contract.

Other Direct Costs - The Offeror is to include the following:

- Material/Supplies Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Material/Supplies Costs.
- Travel Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Travel Costs.



- Associates/Consultant Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Consultant Costs.

Material handling (or other overhead, if applicable) - The Offeror is to indicate the base amount that is used for this indirect rate, if applicable. If more than one indirect rate is proposed, the Offeror is to indicate this in the cost proposal spreadsheet, along with the base amount. A formula shall be written that multiplies the base amount(s) by the proposed indirect rate(s) and shall indicate the result in the amount column.

Grand Sub total - A formula shall be written that adds the totaled amount for labor and overhead to totaled amount for Other Direct Costs and material handling, or other indirect rate, if applicable and the result shall be indicated in the amount column.

G&A - The Offeror is to indicate the base amount that is used to apply the general and administrative (G&A) rate. If more than one G&A rate is proposed, or if the Offeror has other indirect rate(s), the Offeror is to so indicate in the cost proposal spreadsheet, along with the base amount to which any G&A rate is applied. A formula shall be written that multiplies the base amount(s) by the proposed G&A rate(s) with the resultant amount indicated in the amount column. In the narrative portion of Offeror's cost proposal, Offeror is to state the base(s) for application of G&A(s) rate(s).

Subtotal - A formula shall be written that adds the amounts for G&A. If Offeror has only one G&A, then the formula written shall so reflect. If Offeror has more than one G&A amount, then the formula shall add the G&A amounts and that amount shall be displayed.

Total - A formula shall be written that adds the subtotaled amount for G&A with the grand subtotal.

Facilities Capital Cost of Money (FCCM) (If Applicable) - The Offeror is to indicate the base amount that is used to apply facilities capital cost of money factors, if applicable. A formula shall be written that multiplies the base amount(s) by the proposed facilities capital cost of money rate(s) and the result(s) indicated in the amount column.

Subtotal - A formula shall be written that adds the subtotal amount for Cost of Money, if applicable.

Fee - A formula shall be written that excludes FCCM (if applicable) from the grand subtotal, then the formula shall add the fee amount and that amount shall be displayed.

#### **NOTIFICATION TO OFFERORS REGARDING SUBCONTRACTOR FEE:**

**Offerors are hereby notified that all fees to be paid under this contract will be paid to the prime Offeror for disbursement to their subcontractor. No subcontractor proposal shall contain an amount for fee. The prime Offeror shall arrange the manner in which the company will distribute fee to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.**

Offeror is to copy all formulas used in the preparation of its cost proposal into columns that the Offeror shall label "DCAA" and "Government Cost Realism". The Government will use these columns to analyze the Offeror's proposal in conjunction with information received through DCAA. By having the Offeror provide the methodology by which it developed its proposal, the Government will ensure that it analyzes and calculates these costs in the same manner that the Offeror has prepared its proposal.

**DO NOT LOCK ANY CELLS. LOCKED CELLS WILL MAKE IT DIFFICULT FOR THE GOVERNMENT TO EVALUATE YOUR COST PROPOSAL.**

#### **FOR PROPOSAL PREPARATION PURPOSES ONLY:**

The Government has identified certain labor, travel, and material/ODC amounts to be used by all Offerors in preparing their cost proposals as set forth herein.

1. Anticipated Award Date-The anticipated award date for this requirement will be in **2<sup>nd</sup> Quarter Fiscal Year 2004**. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.
2. Estimated Labor Hours / - -The quantities of direct labor hours by labor category by period of contract performance, shown below, are to be used by the Offeror for computing estimated labor costs and is the Government's best estimate. The Government can not either guarantee the estimated quantities of labor hours shown for individual labor categories or the total estimated labor hours for any period of contract performance.

Labor Category	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
	12 Months	12 Months	12 Months	12 Months	12 Months
Program Manager (K)	1920	1920	1920	1920	1920
Senior Scientist (K)	3840	3840	3840	3840	3840
Sr. Systems Engineer (K)	3840	3840	3840	3840	3840
Sr. Military Requirements Analyst (K)	3840	3840	3840	3840	3840
Sr. Operations Analyst (K)	3840	3840	3840	3840	3840
Sr. Systems Requirements Engineer (K)	5760	5760	5760	5760	5760
Program Budgetary Analyst (K)	3840	3840	3840	3840	3840
Sr. Combat Operations Analyst (K)	5760	5760	5760	5760	5760
Combat Operations Analyst	7680	7680	7680	7680	7680
Systems Engineer	5760	5760	5760	5760	5760
Systems Analyst	5760	5760	5760	5760	5760
Research Engineer	5760	5760	5760	5760	5760
Research Analyst	5760	5760	5760	5760	5760
Technical Publications Specialist	1920	1920	1920	1920	1920
Assistant Budgetary Analyst	3840	3840	3840	3840	3840
Logistics Specialist	3840	3840	3840	3840	3840
Quality/ISO 9001 Process Analyst	3840	3840	3840	3840	3840
Test/Evaluation Engineer	3840	3840	3840	3840	3840
Computer Graphics Database Developer	5760	5760	5760	5760	5760
Research Assistant	5760	5760	5760	5760	5760
Administrative Assistant	1920	1920	1920	1920	1920
<b>Totals</b>	<b>94,080</b>	<b>94,080</b>	<b>94,080</b>	<b>94,080</b>	<b>94,080</b>

3. ODC's - Offerors are instructed to use the travel, and material, as specified below, to generate their cost proposals. If the Offeror contemplates charging directly to this contract, any other direct costs besides the travel, and material defined herein, they must include an explanation and estimate of such costs in their proposal. This includes acquisition, lease, depreciation, usage charges, etc. of any Government Property, office equipment or Automated Data Processing Equipment.

ODC's	Base	Option 1	Option 2	Option 3	Option 4
Travel (Not-to-exceed)*	\$59,000.00	\$59,000.00	\$59,000.00	\$59,000.00	\$59,000.00
Material (Not-to-exceed)*	\$533,832.00	\$533,832.00	\$533,832.00	\$533,832.00	\$533,832.00
Consultants (Not-to-exceed)*	\$590,000.00	\$590,000.00	\$590,000.00	\$590,000.00	\$590,000.00

\*Inclusive of G&A, non-fee bearing

### REALISM OF COST PROPOSALS

An Offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency whether real or apparent, between promised performance and cost should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been

made to absorb a portion of the estimated cost, that should be stated in the proposal and the contract will include a clause, which requires the Offeror to absorb that portion of costs, reflected in its cost proposal.

Any significant inconsistency if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and of his financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the Offeror.

## SECTION M EVALUATION FACTORS FOR AWARD

Clauses Incorporated by Reference:

**52.217-5**

**EVALUATION OF OPTIONS**

**JUL 1990**

### **IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000) (NAVSEA/IHD)**

I. The contract resulting from this solicitation will be awarded to that responsible Offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The Government intends to award a single contract as a result of this solicitation. The Offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Technical Proposal  
Past Performance  
Cost/Price

In determining best overall value, the Government will first assess an Offeror on the basis of Technical proposal and then compare and rank Offerors on the basis of past performance. Then the Government will compare the tradeoffs between relative margins of technical ranking, performance and price. The offer who represents the best value will be the Offeror who represents the best tradeoff between technical excellence, superior performance and price.

**A. TECHNICAL PROPOSAL – VOLUME I** (In descending Order of Importance). The following technical factors shall be used to evaluate offers:

Factor 1: Technical Knowledge and Capability  
Factor 2: Experience  
Factor 3: Personnel

An Offeror is required to submit a technical proposal as detailed in Section L under Clause IHD 195. Failure to do so will render an offer ineligible for award.

### **B. PAST PERFORMANCE – VOLUME II**

1. The Government will evaluate the quality of the Offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's past performance will be used to evaluate the relative capability of the Offeror and their competitors to successfully meet the requirements of the RFP.

2. The Government will evaluate the quality of the Offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the Offeror may be lacking in areas such as technical success, quality and customer satisfaction. In evaluating an Offeror's past performance, the Government will consider information contained in the Offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

a. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:

i. Customer Satisfaction. The Offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.

ii. Timeliness. The Offeror's demonstrated ability to meet contract schedules and delivery dates.

iii. Technical Success. The Offeror's demonstrated ability to understand and perform contract requirements.

iv. Program Management. The Offeror's ability to meet or exceed its subcontracting plans.

v. Quality. The Offeror's demonstrated ability to conform to contract specification requirements.

3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

Excellent - The Offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

Good - The Offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the Offeror again.

Average- The Offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the Offeror again.

Poor - The Offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the Offeror again under any circumstances.

Neutral - Offerors lacking relevant past performance history will receive a neutral rating for past performance.

### C. COST/PRICE – VOLUME III

**Price/Cost will be evaluated for the base year and all option years. The price/cost proposal shall be evaluated to determine fairness, reasonableness, and compliance with the Wage Determination provided. In addition, proposed rates for each labor category covered by the Service Contract Act shall be evaluated for compliance with the minimum monetary wages and fringe benefits set forth in the Wage Determination. The realism of prices will be evaluated.**

The Cost Realism evaluation will result in a determination of the most probable cost to the Government. This evaluation may include consideration of actual salaries being paid for similar work under other contracts, the Independent Government Estimate (IGE), Defense Contract Audit Agency audit information, and evaluation of compensation for professional employees. The labor hours, travel, and material/ODC amounts (plus any applicable burden) specified in Section L will be utilized for evaluation purposes. For evaluation purposes only, the evaluated cost is the higher of either (a) the sum of the Offeror's proposed total estimated cost and fee or (b) the Government's determination of the most probable total cost and fee.

Cost realism pertains to the Offeror's ability to project costs which are reasonable and which indicate that the Offeror understands the nature of the work to be performed. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs, may be considered a reflection of lack of understanding of the work required and may be considered in the technical analysis, which could reduce the capability analysis.

Cost is not the most important evaluation factor; it will not be ignored. Prospective Offerors are forewarned that a proposal meeting solicitation requirements with the lowest evaluated cost may not be selected if award to a higher evaluated cost Offeror is determined to be most advantageous to the Government.

## METHODOLOGY

The Offerors' submission in response to Factors 1, 2, and 3 shall be reviewed by the technical review team. Each factor shall be reviewed based on the merits of the information contained in the Offerors' submission. The technical review team will only examine technical material contained within Volume I. Each factor shall be reviewed and assigned a score for each of the following areas:

Factor 1- Technical Knowledge and Capability  
 Factor 2 - Experience  
 Factor 3 - Personnel  
 Factor 4 - Past Performance  
 Factor 5 - Cost/Price

Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:

Offeror	Factor 1, 2, and 3 Score*	Past Performance Rating	Cost/Price
A	88	Excellent	\$47M
B	93	Excellent	\$48M
C	0**	Good	\$43M
D	82	Excellent	\$41M
E	93	Poor	\$39M

\* Not to exceed 100

\*\* Offeror did not comply with RFP instructions, such as failing to submit a complete Volume I - was not evaluated

**NOTE:** Past Performance is equal in value to factors 1 through 3 combined.

Once this information is tabulated, Offerors will be compared making value and price tradeoffs and award will be made to the Offeror that represents the Best Value to the Government. If the Offeror with the highest scores also represents the lowest price then that Offeror is likely to be the Best Value. If an Offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example the Government would determine whether Offerors A, B, D, or E represent the best value. Offerors B and E have the highest Factor 1, 2, and 3 score, but Offeror E has the lowest past performance. If it could be determined whether Offeror B's technical score represents a greater value than Offerors A and D's score, then Offeror B may be considered the best value, even though Offeror B has a higher cost. Offeror E, even though reflective of a high technical score would not be considered the best value based on the combination of scores received for the evaluation factors. Offeror C did not comply with the instructions as stated in the solicitation and therefore received a technical score of zero. As the technical evaluation is the most important factor the Government has determined that Offeror C does not represent the best value in regards to the evaluation factors.

**HQ M-2-0006 EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE  
(NAVSEA) (NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.



### Attachment 5 - Composite

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager			\$ -	-	\$ -	-	-	\$ -	-
Senior Scientist			\$ -	-	\$ -	-	-	\$ -	-
Sr. Systems Engineer			\$ -	-	\$ -	-	-	\$ -	-
Sr. Military Requirements Analyst			\$ -	-	\$ -	-	-	\$ -	-
Sr. Operation Analyst			\$ -	-	\$ -	-	-	\$ -	-
Sr. Systems Requirement Engineer			\$ -	-	\$ -	-	-	\$ -	-
Program Budgetary Analyst			\$ -	-	\$ -	-	-	\$ -	-
Sr. Combat Operations Analyst			\$ -	-	\$ -	-	-	\$ -	-
Combat Operations Analyst			\$ -	-	\$ -	-	-	\$ -	-
Systems Engineer			\$ -	-	\$ -	-	-	\$ -	-
Systems Analyst			\$ -	-	\$ -	-	-	\$ -	-
Research Engineer			\$ -	-	\$ -	-	-	\$ -	-
Research Analyst			\$ -	-	\$ -	-	-	\$ -	-
Technical Publications Specialist			\$ -	-	\$ -	-	-	\$ -	-
Assistant Budgetary Analyst			\$ -	-	\$ -	-	-	\$ -	-
Logistics Specialist									
Quality/ISO 9001 Process Analyst									
Test Evaluation Engineer									
Computer Graphics Database Developer									
Research Assistant									
Administrative Assistant									
<b>Subtotal Direct Labor</b>									
<b>Labor Overhead</b>	Base	Rate							
Off Site		88%	#REF!						
On Site		N/A							
Fringe Benefits		N/A							
<b>Subtotal Labor Overhead</b>			#REF!						
<b>Total</b>			#REF!						
<b>Total Labor Hours</b>	451,200								
<b>Other Direct Costs</b>									
Travel*			\$ 726,250.00						
Material*			\$ 2,318,500.00						
Consultants*			\$ 3,106,750.00						
<b>Subtotal</b>			\$ 4,147,000.00						
<b>Material Handling Rate (if applicable)*</b>		3%	\$ 1,340,720.00						
<b>Total</b>			#REF!						
<b>Grand Subtotal</b>			#REF!						
<b>G&amp;A</b>									
Off Site		15%	#REF!						
On Site		N/A							
<b>Subtotal</b>			#REF!						
<b>Total</b>			#REF!						
<b>Cost of Money*</b>		N/A							
Off Site									
On Site									
<b>Subtotal COM</b>									
<b>Fixed Fee</b>		10%	#REF!						
<b>Total CPFF</b>			#REF!						

THIS IS A SAMPLE ONLY

ATTACHMENT 5

### Attachment 5 - Base Year

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager	1,920	\$ 52.00	\$ 99,840.00						
Senior Scientist	3,840	\$ 49.00	\$ 188,160.00						
Sr. Systems Engineer	3,840	\$ 47.00	\$ 180,480.00						
Sr. Military Requirements Analyst	3,840	\$ 45.00	\$ 172,800.00						
Sr. Operation Analyst	3,840	\$ 42.00	\$ 161,280.00						
Sr. Systems Requirement Engineer	5,760	\$ 39.00	\$ 224,640.00						
Program Budgetary Analyst	3,840	\$ 37.00	\$ 142,080.00						
Sr. Combat Operations Analyst	5,760	\$ 35.00	\$ 201,600.00						
Combat Operations Analyst	7,680	\$23.00	\$ 176,640.00						
Systems Engineer	5,760	\$21.00	\$ 120,960.00						
Systems Analyst	5,760	\$19.00	\$ 109,440.00						
Research Engineer	5,760	\$18.00	\$ 103,680.00						
Research Analyst	5,760	\$ 17.00	\$ 97,920.00						
Technical Publications Specialist	1,920	\$ 16.00	\$ 30,720.00						
Assistant Budgetary Analyst	3,840	\$ 23.00	\$ 88,320.00						
Logistics Specialist	3,840	\$ 25.00	\$ 96,000.00						
Quality/ISO 9001 Process Analyst	3,840	\$ 21.00	\$ 80,640.00						
Test Evaluation Engineer	3,840	\$ 20.00	\$ 76,800.00						
Computer Graphics Database Developer	5,760	\$ 19.00	\$ 109,440.00						
Research Assistant	5,760	\$ 18.00	\$ 103,680.00						
Administrative Assistant	1,920	\$ 17.00	\$ 32,640.00						
<b>Subtotal Direct Labor</b>									
<b>Labor Overhead</b>	Base	Rate	Amount						
Off Site		88%	#REF!						
On Site		N/A							
Fringe Benefits		N/A							
<b>Subtotal Labor Overhead</b>			#REF!						
<b>Total</b>			#REF!						
<b>Total Labor Hours</b>	90,240								
<b>Other Direct Costs</b>									
Travel*			\$ 69,000.00						
Material*			\$ 450,250.00						
Consultants*			\$ 517,500.00						
<b>Subtotal</b>			\$ 1,036,750.00						
<b>Material Handling Rate (if applicable)*</b>		3%	\$ 60,794.00						
<b>Total</b>			\$ 1,097,544.00						
<b>Grand Subtotal</b>			#REF!						
<b>G&amp;A</b>									
Off Site		15%	#REF!						
On Site		N/A							
<b>Subtotal</b>			#REF!						
<b>Total</b>			#REF!						
<b>Cost of Money*</b>		N/A							
Off Site									
On Site									
<b>Subtotal COM</b>									
<b>Fixed Fee</b>		10%	#REF!						
<b>Total CPFF</b>			#REF!						

### Attachment 5 - Option I

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager	1,920	\$ 52.00	\$ 99,840.00						
Senior Scientist	3,840	\$ 49.00	\$ 188,160.00						
Sr. Systems Engineer	3,840	\$ 47.00	\$ 180,480.00						
Sr. Military Requirements Analyst	3,840	\$ 45.00	\$ 172,800.00						
Sr. Operation Analyst	3,840	\$ 42.00	\$ 161,280.00						
Sr. Systems Requirement Engineer	5,760	\$ 39.00	\$ 224,640.00						
Program Budgetary Analyst	3,840	\$ 37.00	\$ 142,080.00						
Sr. Combat Operations Analyst	5,760	\$ 35.00	\$ 201,600.00						
Combat Operations Analyst	7,680	\$23.00	\$ 176,640.00						
Systems Engineer	5,760	\$21.00	\$ 120,960.00						
Systems Analyst	5,760	\$19.00	\$ 109,440.00						
Research Engineer	5,760	\$18.00	\$ 103,680.00						
Research Analyst	5,760	\$ 17.00	\$ 97,920.00						
Technical Publications Specialist	1,920	\$ 16.00	\$ 30,720.00						
Assistant Budgetary Analyst	3,840	\$ 23.00	\$ 88,320.00						
Logistics Specialist	3,840	\$ 25.00	\$ 96,000.00						
Quality/ISO 9001 Process Analyst	3,840	\$ 21.00	\$ 80,640.00						
Test Evaluation Engineer	3,840	\$ 20.00	\$ 76,800.00						
Computer Graphics Database Developer	5,760	\$ 19.00	\$ 109,440.00						
Research Assistant	5,760	\$ 18.00	\$ 103,680.00						
Administrative Assistant	1,920	\$ 17.00	\$ 32,640.00						
<b>Subtotal Direct Labor</b>									
<b>Labor Overhead</b>	Base	Rate	Amount						
Off Site		88%	#REF!						
On Site		N/A							
Fringe Benefits		N/A							
<b>Subtotal Labor Overhead</b>			#REF!						
<b>Total</b>			#REF!						
<b>Total Labor Hours</b>	90,240								
<b>Other Direct Costs</b>									
Travel*			\$ 69,000.00						
Material*			\$ 450,250.00						
Consultants*			\$ 517,500.00						
<b>Subtotal</b>			\$ 1,036,750.00						
<b>Material Handling Rate (if applicable)*</b>		3%	\$ 60,794.00						
<b>Total</b>			\$ 1,097,544.00						
<b>Grand Subtotal</b>			#REF!						
<b>G&amp;A</b>									
Off Site		15%	#REF!						
On Site		N/A							
<b>Subtotal</b>			#REF!						
<b>Total</b>			#REF!						
<b>Cost of Money*</b>		N/A							
Off Site									
On Site									
<b>Subtotal COM</b>									
<b>Fixed Fee</b>		10%	#REF!						
<b>Total CPFF</b>			#REF!						

## Attachment 5 - Option II

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager	1,920	\$ 52.00	\$ 99,840.00						
Senior Scientist	3,840	\$ 49.00	\$ 188,160.00						
Sr. Systems Engineer	3,840	\$ 47.00	\$ 180,480.00						
Sr. Military Requirements Analyst	3,840	\$ 45.00	\$ 172,800.00						
Sr. Operation Analyst	3,840	\$ 42.00	\$ 161,280.00						
Sr. Systems Requirement Engineer	5,760	\$ 39.00	\$ 224,640.00						
Program Budgetary Analyst	3,840	\$ 37.00	\$ 142,080.00						
Sr. Combat Operations Analyst	5,760	\$ 35.00	\$ 201,600.00						
Combat Operations Analyst	7,680	\$23.00	\$ 176,640.00						
Systems Engineer	5,760	\$21.00	\$ 120,960.00						
Systems Analyst	5,760	\$19.00	\$ 109,440.00						
Research Engineer	5,760	\$18.00	\$ 103,680.00						
Research Analyst	5,760	\$ 17.00	\$ 97,920.00						
Technical Publications Specialist	1,920	\$ 16.00	\$ 30,720.00						
Assistant Budgetary Analyst	3,840	\$ 23.00	\$ 88,320.00						
Logistics Specialist	3,840	\$ 25.00	\$ 96,000.00						
Quality/ISO 9001 Process Analyst	3,840	\$ 21.00	\$ 80,640.00						
Test Evaluation Engineer	3,840	\$ 20.00	\$ 76,800.00						
Computer Graphics Database Developer	5,760	\$ 19.00	\$ 109,440.00						
Research Assistant	5,760	\$ 18.00	\$ 103,680.00						
Administrative Assistant	1,920	\$ 17.00	\$ 32,640.00						
<b>Subtotal Direct Labor</b>									
<b>Labor Overhead</b>	Base	Rate	Amount						
Off Site		88%	#REF!						
On Site		N/A							
Fringe Benefits		N/A							
<b>Subtotal Labor Overhead</b>			#REF!						
<b>Total</b>			#REF!						
<b>Total Labor Hours</b>	90,240								
<b>Other Direct Costs</b>									
Travel*			\$ 69,000.00						
Material*			\$ 450,250.00						
Consultants*			\$ 517,500.00						
<b>Subtotal</b>			\$ 1,036,750.00						
<b>Material Handling Rate (if applicable)*</b>		3%	\$ 60,794.00						
<b>Total</b>			\$ 1,097,544.00						
<b>Grand Subtotal</b>			#REF!						
<b>G&amp;A</b>									
Off Site		15%	#REF!						
On Site		N/A							
<b>Subtotal</b>			#REF!						
<b>Total</b>			#REF!						
<b>Cost of Money*</b>		N/A							
Off Site									
On Site									
<b>Subtotal COM</b>									
<b>Fixed Fee</b>		10%	#REF!						
<b>Total CPFF</b>			#REF!						

### Attachment 5- Option III

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager	1,920	\$ 52.00	\$ 99,840.00						
Senior Scientist	3,840	\$ 49.00	\$ 188,160.00						
Sr. Systems Engineer	3,840	\$ 47.00	\$ 180,480.00						
Sr. Military Requirements Analyst	3,840	\$ 45.00	\$ 172,800.00						
Sr. Operation Analyst	3,840	\$ 42.00	\$ 161,280.00						
Sr. Systems Requirement Engineer	5,760	\$ 39.00	\$ 224,640.00						
Program Budgetary Analyst	3,840	\$ 37.00	\$ 142,080.00						
Sr. Combat Operations Analyst	5,760	\$ 35.00	\$ 201,600.00						
Combat Operations Analyst	7,680	\$23.00	\$ 176,640.00						
Systems Engineer	5,760	\$21.00	\$ 120,960.00						
Systems Analyst	5,760	\$19.00	\$ 109,440.00						
Research Engineer	5,760	\$18.00	\$ 103,680.00						
Research Analyst	5,760	\$ 17.00	\$ 97,920.00						
Technical Publications Specialist	1,920	\$ 16.00	\$ 30,720.00						
Assistant Budgetary Analyst	3,840	\$ 23.00	\$ 88,320.00						
Logistics Specialist	3,840	\$ 25.00	\$ 96,000.00						
Quality/ISO 9001 Process Analyst	3,840	\$ 21.00	\$ 80,640.00						
Test Evaluation Engineer	3,840	\$ 20.00	\$ 76,800.00						
Computer Graphics Database Developer	5,760	\$ 19.00	\$ 109,440.00						
Research Assistant	5,760	\$ 18.00	\$ 103,680.00						
Administrative Assistant	1,920	\$ 17.00	\$ 32,640.00						
<b>Subtotal Direct Labor</b>									
<b>Labor Overhead</b>	Base	Rate	Amount						
Off Site		88%	#REF!						
On Site		N/A							
Fringe Benefits		N/A							
<b>Subtotal Labor Overhead</b>			#REF!						
<b>Total</b>			#REF!						
<b>Total Labor Hours</b>	90,240								
<b>Other Direct Costs</b>									
Travel*			\$ 69,000.00						
Material*			\$ 450,250.00						
Consultants*			\$ 517,500.00						
<b>Subtotal</b>			\$ 1,036,750.00						
<b>Material Handling Rate (if applicable)*</b>		3%	\$ 60,794.00						
<b>Total</b>			\$ 1,097,544.00						
<b>Grand Subtotal</b>			#REF!						
<b>G&amp;A</b>									
Off Site		15%	#REF!						
On Site		N/A							
<b>Subtotal</b>			#REF!						
<b>Total</b>			#REF!						
<b>Cost of Money*</b>		N/A							
Off Site									
On Site									
<b>Subtotal COM</b>									
<b>Fixed Fee</b>		10%	#REF!						
<b>Total CPFF</b>			#REF!						

